DOING BUSINESS FOR THE LORD: LENDING ON INTEREST AND WRITTEN LOAN CONTRACTS IN THE *MŪLASARVĀSTIVĀDA-VINAYA*

GREGORY SCHOPEN

UNIVERSITY OF TEXAS

The *Mūlasarvāstivāda-vinaya*, a Buddhist monastic code, contains a wealth of little-studied material bearing on the institutional, economic and legal history of monastic Buddhism in India. It appears, moreover, to have close links with classical *dharmaśāstra* or Indian legal literature. The rules it contains in regard to lending on interest and written loan contracts, for example, are remarkably close to those found in the *Yājñavalkyasmṛti*. The account of the promulgation of these rules is also of interest. It suggests how monks understood the long-term concerns of donors, and how they justified their financial activities in terms of the religious needs of those donors. The presence of such rules in a Buddhist monastic code, finally, presupposes the existence of permanent, well-organized, and fully institutionalized monasteries which can be approximately dated in the archeological record.

IT IS PROBABLY FAIR TO SAY that there has been very little discussion in Western scholarship about how Indian Buddhist monasteries paid their bills. It is possible, of course, that this is in part because money and monks have had, to be sure, an unhappy history in the West—at least as that history has often been written—and the topic may, therefore, be considered somehow unedifying.[1] It may also be true, as Peter Levi's "Study of Monks and Monasteries" suggests, that we like our monasteries in "ruins," as "landscape decorations and garden ornaments." "That," Levi says, "is because the ruins of monasteries speak more clearly than the real inhabited places."[2]

However this be eventually settled, it appears that this reticence or romanticism has worked less forcefully in regard to the study of China. Why this was so is again uncertain, but one effect of it is not: much that a student of Indian monastic Buddhism might find surprising in the *Mūlasarvāstivāda-vinaya*, for example, will be old hat to economic and legal historians of China. A particularly good instance of this sort of thing occurs in the *Cīvara-vastu* of the *Mūlasarvāstivāda-vinaya* where we find the following passage: *tatra bhagavān bhikṣūn āmantrayate sma. bhājayata yūyaṃ bhikṣava upanandasya bhikṣor mṛtapariṣkāram iti. bhikṣubhiḥ saṃghamadhye avatārya vikrīya bhājitam.* On one level the meaning of this passage is straightforward: "In this case the Blessed One said to the monks: 'You, monks, must

I would like to thank my colleagues Richard Lariviere, Janice Leoshko, and Jonathan Silk, for having read a draft of this paper, and for allowing me to benefit from their criticism and good sense.

[1] For two important positions on monks and monasticism in Western scholarship see L. W. Barnard, "Two Eighteenth Century Views of Monasticism: Joseph Bingham and Edward Gibbon," in *Monastic Studies: The Continuity of Tradition*, ed. J.Loades (Bangor, 1990), 283–91. Gibbon's overwhelmingly negative view has been, of course, by far the most influential. However, as a first rate example of what more recent scholarship has been able to do on the question of monks and money, see L. K. Little, *Religious Poverty and the Profit Economy in Medieval Europe* (Ithaca, 1978). There has been, as well, a promising start made towards determining indigenous South Asian attitudes towards monastic wealth (see S. Kemper, "Wealth and Reformation in Sinhalese Buddhist Monasticism" in *Ethics, Wealth, and Salvation: A Study in Buddhist Social Ethics*, ed. R. F. Sizemore and D. K. Swearer [Columbia, S.C., 1990], 152–69), and towards acknowledging the significance of economic concerns in religious developments in South Asia. See H. Stietencron, "Orthodox Attitudes towards Temple Service and Image Worship in Ancient India," *Central Asiatic Journal* 21 (1971): 126–38, and G. W. Spencer, "Temple Money-lending and Livestock Redistribution in Early Tanjore," *The Indian Economic and Social History Review* 5.3 (1968): 277–93, for two interesting examples.

[2] P. Levi, *The Frontiers of Paradise: A Study of Monks and Monasteries* (London, 1987), 29ff.; for a more scholarly study of the theme see M. Aston, "English Ruins and English History: The Dissolution and the Sense of the Past," *Journal of the Warburg and Courtauld Institutes* 36 (1973): 231–55.

divide the estate of the dead monk Upananda!' The monks, having brought it and having sold it in the midst of the community, divided (the proceeds)."[3] It looks here like there was a kind of 'public' sale or auction of the belongings of a dead monk that was held by the monks, and that what was realized from this sale was then distributed to the monks in attendance.

Although there is, in fact, a second reference to "selling" the goods of a deceased monk in this same passage, this procedure, seen through the eyes of an Indianist, will almost certainly appear unusual. But readers of J.Gernet's remarkable *Les Aspects économiques du bouddhisme dans la société chinoise du v^e au x^e siècle* will already be familiar with it. In discussing the "partage entre les moines des vêtements du défunt" Gernet said—almost forty years ago—that "les documents de Touen-houang nous montrent les religieux d'une même paroisse . . . réunis pour la vente aux enchères des vêtements et des pièces de tissu. Les bénéfices sont ensuite partagés entre les moines . . . "[4]

Professor Gernet, who for good reason paid less attention to the *Vinaya* of the Mūlasarvāstivādins, seems to have thought that "il n'est pas question cependant dans les Vinaya de la vente des vêtements des moines morts," and that "seul le Vinaya des Mahāsāṃghika fait une allusion, fort discrète, à ce mode de partage . . . ," although he himself then quotes short passages from both the *Vinaya* of the Sarvāstivādins and "la Mātṛkā [des Mūlasarvāstivādin]" which refer to the sale of monastic robes,[5] and Lien-sheng Yang had already some years before noted that "a [Mūlasarvāstivādin] *vinaya* text translated in the early T'ang period, however, indicates that in India sale by auction was used to dispose of such personal belongings" of deceased monks.[6] Yang's assertion seems now, in part at least, to be confirmed by the passage from the *Cīvara-vastu* cited above: that passage does not actually contain a word for 'auction', but clearly refers to the sale "in the midst of the community" of a dead monk's possessions, and—although it cannot establish that this was actually practiced in India—it does confirm that Mūlasarvāstivādin *vinaya* masters thought it should, or hoped it would.

Such confirmation from an extant Sanskrit text is, of course, welcome, but perhaps a more important point is that without the work of sinologists the significance of the *Cīvara-vastu* passage might very easily be missed. Scholars working on China have in fact very often been the first to introduce and make available important Indian material bearing on the institutional and economic history of Buddhism, but this material rarely, or never, makes it into Indian studies. References to Gernet's *Les Aspects économiques du bouddhisme*, for example, are extremely rare in works on Indian cultural and economic history. D. D. Kosambi long ago referred to Gernet when he raised the "fundamental question" of the extent to which Buddhist monks and monasteries in India participated directly in trade. "The documentary evidence" for such participation, Kosambi said, "exists at the other end of the Buddhist world, in Chinese records and translations," of the sort presented by Gernet.[7] But few have followed this up. André Bareau, too, relied heavily on Gernet in a short piece he published on certain forms of monastic endowments in India and China.[8] Apart from these papers I know of little else.[9]

There are of course problems in using Chinese sources in studying India. No one, I think, would accept without serious qualifications, for example, Kosambi's assertion that "not only the art but the organization and economic management of Chinese Buddhist monasteries, especially the cave-monasteries . . . were initially copied from Indian models, so that their records can be utilized for our purpose," that is to say, to study directly Indian monasteries.[10] The use of Chinese translations of Indian texts is sometimes less problematic, but here too there are still serious difficulties. The process of translation often conceals, for example, the Indian vocabulary, and this is

[3] Dutt, *Gilgit Manuscripts*, iii.2:119.13.

[4] J. Gernet, *Les Aspects économiques du bouddhisme dans la société chinoise du v^e au x^e siècle* (Paris, 1956), 82.

[5] Gernet, *Les Aspects économiques du bouddhisme*, 83, 84.

[6] L.-S. Yang, "Buddhist Monasteries and Four Money-Raising Institutions in Chinese History," *Harvard Journal of Asiatic Studies* 13 (1950): 174–91; esp. p. 182. The text in question is Taishō 1452, the reconstructed title of which is given in P. Demiéville, H. Durt and A. Seidel, *Répertoire du canon bouddhique sino-japonais*, 2nd ed. (Paris-Tokyo, 1978), as "[*Mūlasarvāstivāda*]*nidānamātṛkā*?"; see below pp. 542–43 and n. 60. Yang's paper is reprinted in L.-S. Yang, *Studies in Chinese Institutional History* (Cambridge, 1961), 198–215.

[7] D. D. Kosambi, "Dhenukākaṭa," *Journal of the Asiatic Society of Bombay* 30.2 (1955): 50–71; esp. pp. 52–53.

[8] A. Bareau, "Indian and Ancient Chinese Buddhism: Institutions Analogous to the Jisa," *Comparative Studies in Society and History* 3 (1961): 443–51.

[9] For some idea of sinological work on the economic and institutional aspects of Buddhism, see the equally rich book of Stanley Weinstein, *Buddhism Under the T'ang* (Cambridge, 1987), and the sources cited there.

[10] Kosambi, *Journal of the Asiatic Society of Bombay* 30.2 (1955): 53.

often especially the case with realia or financial matters. The sinologists, too, who present such Indian texts are, justifiably, often unable to recognize their broader Indian significance. Here I would like to deal with just one example which might illustrate at least some of these points.

In his survey of what the Chinese translations of the various *vinaya*s have to say in regard to monks participating in "commerce" or trade or business, Professor Gernet partly paraphrases and partly translates a text from the *Vinaya-vibhaṅga* of the *Mūlasarvāstivāda-vinaya* which—unless I am very much mistaken—is of unique importance.[11] It is important first for what it can tell us about the kinds of legal and economic ideas that were developed by at least some Indian *vinaya* writers; it is important for what it can contribute to our understanding of the laws of contract and debt in early and classical India, and because it provides another good example of Buddhist *vinaya* interacting with Indian law; it is also important for what it can contribute to the discussion concerning the uses of writing and written documents and legal instruments in India.

A Sanskrit text for this passage has not yet—as far as I know—come to light. But in addition to the Chinese version presented by Gernet, the text is also available in a Tibetan translation. This Tibetan translation has at least one advantage over the Chinese text: it is often, though not always, easier to see the Sanskrit that underlies a Tibetan translation, and therefore to get at the original Indian vocabulary. Since the text has not yet been fully translated, I first give a complete translation. This will be followed by an attempt to establish the technical Indian vocabulary that the Tibetan appears to be translating, and then further discussion directed toward situating this piece of *vinaya* in the larger context of similar discussions in Indian *dharmaśāstra*, with some reference to actual legal records presented in Indian inscriptions. In the end, too, there will have to be some attempt made to get at the religious and institutional needs which might lie behind our text and the legal instruments it is concerned with.

* * *

Vinaya-vibhaṅga
(Derge, 'dul ba, Cha 154b.3–155b.2)

The Buddha, the Blessed One, was staying in Vaiśālī, in the hall of the lofty pavilion on the bank of the monkey's pool. At that time the Licchavis of Vaiśālī built houses with six or seven upper chambers (*pura*).[12] As the Licchavis of Vaiśālī built their houses, so too did they build *vihāra*s with six or seven upper chambers. As a consequence, because of their great height, having been built and built, they fell apart.[13] When that occurred the donors thought: "If even the *vihāra*s of those who are still living, abiding, continuing and alive fall thus into ruin, how will it be for the *vihāra*s of those who are dead? We should give a perpetuity (*akṣaya*) to the monastic community for building purposes."

Having thought thus, and taking a perpetuity, they went to the monks. Having arrived they said this to them: "Noble Ones, please accept these perpetuities for building purposes!"

The monks said: "Gentlemen, since the Blessed One has promulgated a rule of training in this regard, we do not accept them."

The monks reported this matter to the Blessed One.

The Blessed One said: "For the sake of the community a perpetuity for building purposes is to be accepted. Moreover, (155a) a *vihāra* for a community of monks should be made with three upper chambers. A retreat house (*varṣaka*) for a community of nuns should be made with two upper chambers."

The monks, having heard the Blessed One, having accepted the perpetuity, put it into the community's depository (*koṣṭhikā*) and left it there.

The donors came along and said: "Noble Ones, why is there no building being done on the *vihāra*?"

"There is no money (*kārṣāpaṇa*)."

"But did we not give you perpetuities?"

The monks said: "Did you think we would consume the perpetuities? They remain in the community's depository."

"But of course, Noble Ones, they would not be perpetuities if they could be exhausted, but why do you think we did not keep them in our own houses?[14] Why do you not have them lent out on interest (*prayojayati*)?"

[11] Gernet, *Les Aspects économiques du bouddhisme*, 156.

[12] Most of the Sanskrit equivalents inserted into the translation will be discussed below.

[13] *yangs pa can gyi li tstsha bī rnams kyi khang pa ji lta ba de bzhin du gtsug lag khang dag kyang drug rtseg dang bdun rtseg tu byed pas de dag mtho ches pas brtsigs shing brtsigs shing rdib nas*. . . . I am not quite sure how to take the reduplicative construction *brtsigs shing brtsigs shing*. I cite the Tibetan here and in ns. 14 and 15, where I am not sure of my translation.

[14] *'phags pa dag de lta na mi zad par mi 'gyur gyi 'di ltar zad par 'gyur te ci bdag cag gi sdum pa na gnas ma mchis snyam 'am.*

The monks said: "Since the Blessed One has promulgated a rule of training in this regard we do not have them lent on interest."

The monks reported the matter to the Blessed One.

The Blessed One said: "For the sake of the community a perpetuity for building purposes is to be lent on interest."

Devout brahmins and householders having in the same way given perpetuities for the sake of the Buddha and the Dharma and the Community, the Blessed One said: "Perpetuities for the sake of the Buddha and the Dharma and the Community are to be lent on interest. What is generated from that, with that accrued revenue (*siddha*), worship is to be performed to the Buddha and the Dharma and the Community."

The monks placed the perpetuities among those same donors. But when they came due that caused disputes among them. "Noble Ones," they said, "How is it that disputes have arisen from our own wealth?"

The monks reported the matter to the Blessed One.

The Blessed One said: "Perpetuities should not be placed among them."

The monks placed them among wealthy persons. But when they came due, relying on those possessed of power, those wealthy persons did not repay them. When, by virtue of their high status, they did not repay them[15] the Blessed One said: "They should not be placed among them."

The monks (155b) placed them among poor people. But they were unable to pay them back as well.

The Blessed One said: "Taking a pledge (*ādhi/bandhaka*) of twice the value (*dviguṇa*), and writing out a contract (*likhita*) which has a seal and is witnessed (*sākṣimat*), the perpetuity is to be placed. In the contract the year, the month, the day, the name of the Elder of the Community (*saṃgha-sthavira*), the Provost of the monastery (*upadhivārika*), the borrower, the property, and the interest (*vṛddhi*) should be recorded. When the perpetuity is to be placed that pledge of twice the value is also to be placed with a devout lay-brother who has undertaken the five rules of training.

* * *

The vocabulary of our passage is not always transparent and requires some discussion. We might start with two architectural terms. The Tibetan text says the Licchavis built both houses and *vihāras* of six or seven *rtseg*. *Rtseg* almost certainly translates Sanskrit *pura* here, as it does in the *Śayanāsana-vastu* several times.[16] But the exact nature of a *pura* is not clear. Edgerton defines it as an "upper chamber" (*BHSD*, 347²). In Gernet, however, where the beginning of the text seems to be omitted, the rule corresponding to "a *vihāra* for a community of monks should be made with three upper chambers, etc." is rendered as "le vihāra des bhikṣu sera reconstruit avec trois étages," which would seem to suggest that I-ching understood the term to refer to additional "stories" or "floors" of a building. Unfortunately, yet another reference to a *pura* suggests that it was something that monks fell off of. The *Poṣadha-vastu*, in referring to the construction of "halls for religious exertion" (*prahāṇa-śālā*), says: *te tatra na yāpayanti. bhagavān āha. upariṣṭhād dvitīyaḥ pūraḥ* [but ms: *puraṃ*] *kartavyaḥ. na ārohati. bhagavān āha. sopānaṃ kartavyam. prapatitaṃ bhavati. bhagavān āha. vedikā parikṣeptavyā*: "The monks had no room there (in the hall). The Blessed One said: 'A second upper chamber (or story) is to be built above'. They could not get up to it. The Blessed One said: 'A staircase is to be made'. They fell off it. The Blessed One said: 'It should be enclosed with a railing.'"[17] Here, of course, neither 'upper chamber' nor 'story' does very well. Finally it is worth noting that the rule given in our text concerning the number of *pura* for *vihāras* of monks and nuns does not correspond to that given elsewhere in the same *Vinaya*. In a passage in the *Śayanāsana-vastu* already referred to which recounts the origin of the *vihāra* the Buddha is made to say: *bhikṣūṇāṃ pañcapurā vihārāḥ kartavyāḥ . . . bhikṣūṇīnāṃ tu tripurā vihārāḥ kartavyāḥ*: "for monks *vihāras* are to be made with five upper chambers . . . but for nuns *vihāras* are to be made with three upper chambers."[18]

Our Tibetan text says that when monks first started accepting perpetuities they simply put them in the community's *mdzod*, and this is the second architectural term requiring comment. Chandra's *Tibetan-Sanskrit Dictionary* (1992) gives *kośa* as the most commonly attested equivalent for *mdzod*, but a reference in a context much closer to ours than any Chandra cites suggests something more specific. The passage in question is another piece of the *Mūlasarvāstivāda-vinaya*, which is of interest for the history of Indian law, since it refers to a written will. In stipulating what should be done with the various sorts of things which make up an

[15] *de dag gis phyug po dag la byin nas / de dag la 'das pa na mthu dang ldan pa la rten cing mi ster ba dang / bla'i grva'i mthus mi ster nas . . .*

[16] Gnoli, *Śayanāsana- and Adhikaraṇa-vastus*, 11.2-.5 = Tog, 'dul ba, Ga 260a.3.

[17] Dutt, *Gilgit Manuscripts*, iii.4:77.1.

[18] Gnoli, *Śayanāsana- and Adhikaraṇa-vastus*, 11.2.

estate inherited by the monastic community, the text says that "books containing the word of the Buddha"—unlike "books containing the treatises of outsiders" (*bahiḥ-śāstra-pustakā*) which are to be sold—are, in Dutt's edition, *cāturdiśāya bhikṣusaṃghāya dhāraṇa-koṣṭhikāyāṃ prakṣeptavyāḥ*.[19] This, as it stands, might be translated as, "are to be deposited in the place for storing (sacred books) for the community of monks from the four quarters." But Dutt almost certainly has only reproduced a mistake in the manuscript and thereby created a 'ghost word'—*dhāraṇa-koṣṭhikā*—which quickly found its way into Edgerton's dictionary (s.v. *koṣṭhikā*), whose definition, "a place for storing and keeping (sacred books)," I have used in the preceding translation. What is, however, almost certainly the intended form is first of all clear from the Tibetan translation of this passage: *phyogs bzhi'i dge slong gi dge 'dun gyi ched du spyir mdzod du gzhug par bya'o*.[20] The important word here is *spyi*, a well attested equivalent for which is *sādhāraṇa*, "in common," and the Tibetan is easily rendered as: "to be placed in the depository as common property for the monastic community from the four quarters." Oddly enough, further confirmation that *dhāraṇā* is a scribal error for *sādhāraṇa-* is found almost immediately in the same *vinaya* passage.

After stipulating what should be done with the two sorts of books the passage moves on to discuss two sorts of what the Sanskrit text calls *patra-lekhya*, which were also included in the estate. The Sanskrit term would mean something like "written document," but both the Tibetan translation and the context indicate that the term refers to some kind of written lien or contract of debt. The Tibetan renders it by *chags rgya*, a term not found in the standard dictionaries, but cited in the *Bod rgya tshig mdzod chen mo* (p. 779[1]) as "archaic" (*rnying*) and defined there as *bu lon bda' ba'i dpang rgya*, "a witnessed marker that calls in a debt," and in Roerich's *Tibetsko . . . Slovar'* (3.70) as a "promissory note." The context too points in this direction when it indicates that there are two kinds of *patra-lekhya*, one that can be realized or liquidated quickly (*patra-lekhyaṃ yacchīghraṃ śakyate sādhayituṃ*) and one that cannot. The former are to be called in immediately and what is realized is to be divided among the monks. In regard to one that cannot be realized quickly the text says—again in Dutt's edition—*tac cāturdiśāya bhikṣusaṃghāya dhāraṇa / koṣṭhikāyāṃ prakṣeptavyam*. Here Dutt emends against both the manuscript and the Tibetan only to produce a text whose sense is not immediately clear. The manuscript has, of course, *tac cāturdiśāya bhikṣusaṃghāya sādhāraṇaṃ koṣṭhikāyāṃ prakṣeptavyaḥ*, "that is to be placed in the depository as common property for the monastic community from the four quarters."[21] The Tibetan corresponds exactly to the manuscript reading and is virtually the same here as in the passage dealing with books: *de ni phyogs bzhi'i dge slong gi dge 'dun gyi ched du spyir mdzod du gzhag par bya'o*.

It would appear, then, that the term *dhāraṇa-koṣṭhikā* is not yet attested—certainly not in the *vinaya* passage Edgerton cites for it—and is, rather, a ghost word based on an unnoticed scribal error. For our more immediate purposes, however, it can now be said that the term *mdzod*, which occurs in our text from the *Vinaya-vibhaṅga* as the word for the place or thing in which the perpetuities were initially deposited, is, elsewhere in the same *Vinaya*, used to translate the Sanskrit *koṣṭhikā*, and that a *koṣṭhikā* in a Buddhist monastery was a place, probably a room, in which not only books, but legal documents and money, as well, were kept. Incidentally this may give us some indirect indication of both the value and rarity of books at the time these texts were written—they certainly did not circulate!

When we move from architectural terms to the legal vocabulary of our text, we move as well to a somewhat different set of problems and, significantly, to a different class of literature. For the architectural terms in our Tibetan text we had at least established Sanskrit equivalents or other *vinaya* texts in Sanskrit which would allow us to establish such equivalents. For the legal vocabulary there is often neither. Several of the technical terms that occur in our text are not listed in Chandra's *Tibetan-Sanskrit Dictionary*, for example; and most of those that are—and for which there are, therefore, at least attested Sanskrit equivalents—are cited from passages in which those terms are not used with the technical meanings that they appear to have in our text. Moreover, I know of only a single Buddhist text which deals with some of the same matter as our *Vinaya* passage and it is itself not free of problems. If, then, the vocabulary of our passage was peculiar to known Buddhist literature, the situation would be decidedly grim. But—unless I am much mistaken—this vocabulary is by no means Buddhist, and is, in fact, widely attested and fully discussed in Sanskrit legal literature. This

[19] Dutt, *Gilgit Manuscripts*, iii.2:143.6.

[20] Tog, 'dul ba, Ga 149a.5.

[21] R. Vira and L. Chandra, *Gilgit Buddhist Manuscripts (Facsimile Edition)*, part 6 (New Delhi, 1974), fol. 861.5.

dharmaśāstra literature will, I think, allow us to reconstruct much—though not all—of the Sanskrit vocabulary which underlies our Tibetan text, and the partial Buddhist parallel will allow us to confirm—at least in part—these reconstructions. The linkage of our text with Hindu legal literature, moreover, may also tell us something important about both the nature and history of the *Mūlasarvāstivāda-vinaya*, if not about Buddhist *vinaya* as a whole.

Having said this much it must be immediately noted that the first term we might deal with is not, as such, attested in *dharmaśāstra*. The term is that which I have translated as "perpetuity." Gernet translates the Chinese corresponding to this as "des biens inépuisables," but is not able to cite a Sanskrit equivalent. In our Tibetan text, however, the Sanskrit original is virtually certain. The Tibetan term is *mi zad pa*. This is a well-known and widely attested translation of Sanskrit *akṣaya*, "exempt from decay," "undecaying," hence "permanent." The problem, of course, is that *akṣaya* is in both form and function an adjective and yet was almost certainly being used in the Sanskrit underlying our Tibetan as a substantive—it referred to a 'thing'. What that 'thing' was, moreover, is unusually clear from our text itself. It was, first of all, a kind of donation that the donors expected to continue to work long after they themselves were dead; it was the gift of, apparently, a certain sum of money, but that sum was not itself—as the donor's remarks in our text make clear—ever to be spent. It was to be lent out on interest and the interest alone was to be used for specific purposes. It was, in short, a conditioned endowment the principal of which must remain intact and was, therefore, "permanent." Sanskrit lexicography, moreover, knows a word for exactly the kind of donation our text presents, and it is a term which is too close to *akṣaya* to be unrelated. That term is *akṣaya-nīvī* and there are a number of interesting things about it.

A number of our Sanskrit dictionaries, Monier-Williams and Apte, for example, are able to cite only a single source for the term—which they define as "a permanent endowment"—namely, Buddhist inscriptions. And, while it is true that inscriptional evidence for *akṣaya-nīvī* or variants of it is—as Derrett says—"rich," in fact far richer than he himself indicated, it is by no means exclusively Buddhist. One of the earliest occurrences of the term does indeed come from a Buddhist record from Alluru in Andhra which has been dated to the end of the first century C.E., or to the second century;[22] and there are, for example, as many as nine inscriptions from the Satavahana period from the Buddhist site at Kanheri which refer to *akṣaya-nīvīs*.[23] But yet another of the earliest inscriptional references to this sort of endowment comes from Kuṣān Mathurā, and there the endowment was intended to feed a hundred *brāhmaṇas* and the destitute.[24] In fact, references to *akṣaya-nīvīs* continue to occur through the Gupta period and beyond in both Hindu and Jain inscriptions, as well as Buddhist.[25]

That the type of donation called an *akṣaya-nīvī* in inscriptions is the same type of donation that our *Vinaya* text calls an *akṣaya* will, I think, be clear from even a single well-preserved example of such an inscription. This example is a fifth-century Buddhist record from Sāñcī written in good Sanskrit, and it details, in fact, several separate endowments:[26]

> Success. The wife of the lay-brother (*upāsaka*) Sanasiddha, the lay-sister (*upāsikā*) Harisvāminī has, after designating her mother and father beneficiaries (*mātāpitaram uddiśya*), given twelve *dīnāras* as a permanent endowment (*akṣaya-nīvī*) to the Noble Community of Monks from the Four Directions in the Illustrious Mahāvihāra of Kākanādaboṭa [i.e., Sāñcī]. With the interest (*vṛddhi*) that is produced from these *dīnāras* one

[22] S. Sankaranarayanan, "A Brahmi Inscription from Alluru," *Sri Venkateswara University Oriental Journal* 20.1–2 (1977): 75–89; cf. D. C. Sircar, *Successors of the Satavahanas in Lower Deccan* (Calcutta, 1939), 228–30.

[23] J. Burgess, *Report on the Elura Cave Temples and the Brahmanical and Jaina Caves in Western India* (London, 1883), 74–89, nos. 5, 15, 16, 17, 18, 21, 22, 26, 28.

[24] S. Konow, "Mathura Brahmi Inscription of the Year 28," *Epigraphia Indica* 21 (1931–32): 55–61.

[25] There are considerably more inscriptional references to *akṣaya-nīvīs* than are cited or signalled in J. D. M. Derrett, "The Development of the Concept of Property in India c. A.D. 800–1800," *Zeitschrift für vergleichende Rechtswissenschaft* 64 (1962): 46 n. 117, 68–72 [= Derrett, *Essays in Classical and Modern Hindu Law* (Leiden, 1977), 2: 39 n.117, 61–65] or Derrett, "Nīvī," *Vishveshvaranand Indological Journal* 12.1–2 (1974): 89–95. In the first of these papers especially, Derrett might leave the impression that inscriptional references to *akṣaya-nīvīs* are largely Gupta and later, but this, of course, is definitely not the case. To the secondary sources he gives, at least the following should be added: R. G. Basak, "The Words *nīvī* and *vinīta* used in Indian Epigraphs," *The Indian Antiquary* 48 (1919): 13–15; M. Njammasch, "Akhaya-nivi-Schenkungen an Klöster und Tempel im Dekhan unter den Sātavāhanas," *Acta Orientalia* (*Hungaricae*) 24.2 (1971): 203–15.

[26] The translation that follows is made from the edition of the inscription in J. F. Fleet, *Inscriptions of the Early Gupta Kings and Their Successors*, Corpus Inscriptionium Indicarum, vol. III (Calcutta, 1888), 260–62, no. 62.

monk who has entered into the community is to be fed every day. Moreover, three *dīnāra*s were given to the House of the Precious One (*ratna-gṛha*). With the interest (*vṛddhi*) from those three *dīnāra*s three lamps are to be lighted every day for the Blessed One, the Buddha, who is in the House of the Precious One.[27] Moreover, one *dīnāra* was given to the Seat of the Four Buddhas. With the interest from that a lamp is to be lighted every day for the Blessed One, the Buddha, who is on the Seat of the Four Buddhas.[28] Thus was this permanent endowment (*akṣaya-nīvī*) created with a document in stone to last as long as the moon and sun (*ācandrārkka-śilā-lekhya*) by the lady, the wife of Sanasiddha, the lay-sister Harisvāminī.

The year 131—the month *Aśvayuj*—day 5.

What we see here in this fifth-century record of an actual transaction is straightforward, is typical of both earlier and later inscriptional records recording *akṣaya-nīvī*s, and records what is obviously the same sort of donation that our *Vinaya* text describes. Sums of money are given to the monastic community, but the sums themselves are not to be spent. They are to remain intact and be used as permanent sources for generating spendable income in the form of interest. Though this particular record does not explicitly say so, such sums could only generate interest if they were lent out or invested.

We gather, then, from inscriptional evidence that endowments of the kind described in our text were in actual practice called *akṣaya-nīvī*, *akṣaya-nīvī-dharmeṇa*, etc.; that—beginning at least in the first/second centuries C.E.—such endowments or donations were, in actual practice, frequently made; and that Buddhist, Hindu and Jain communities or establishments all, in actual practice, benefited from such endowments. Such endowments were, it seems, important legal instruments used in widely separated geographical areas—from Andhra to Mathurā to Kanheri—over a very long period of time. In light of its widespread use in actual practice, it is curious—Derrett says it is "odd," "puzzling" and "enlightening"—that there are no references to this legal device "in the fundamental materials of the *dharmaśāstra*."[29] Derrett draws from this situation a "lesson" which applies as well to Buddhist *vinaya* where it has so often been assumed that "the *Vinaya Piṭaka* . . . enters at so great length into all details of the daily life of the recluses," and that if something was not mentioned in the *vinaya* it was of no importance or did not occur. He says:

> ". . . it struck me as odd that a word which plays so important a role in the legal *practice* of ancient and mediaeval India [i.e., *nīvī*] should not appear, in its legal sense, in the fundamental materials of the *dharmaśāstra*. There is a lesson to be learnt from this . . . *viz.* that the *śāstra*, though strong on the jurisprudence of the ancient pre-Islamic legal system, did not aim to be comprehensive when it came to its incidents. This instance is worth pondering over. The more we discover about the utility of the *śāstra* in practice in ancient times the more puzzling it remains that technical terms which had great currency should be missing from the literature.

He ends by adding:

> "The absence of the term from the abundant and versatile *dharmaśāstra* literature in these technical senses is most enlightening on the nature of that *śāstra*."[30]

The "absence" in the *dharmaśāstra* that Derrett refers to may now, however, have to be seen in yet another light, because even if we bracket, for the moment, the seemingly obvious identity between the inscriptional *akṣaya-nīvī* and the *akṣaya* of our *Vinaya* text, there is at least one other certain reference to an *akṣaya-nīvī* in the *Mūlasarvāstivāda-vinaya*, and this same *Vinaya* also gives other evidence of monastic property or wealth intended for loan. The reference occurs in the Sanskrit text of the *Cīvara-vastu* recovered from Gilgit, and forms a part of a passage dealing

[27] The term *ratna-gṛha*—the referent of which is not entirely clear—also occurs in another fifth-century inscription from Sāñcī (Fleet, *Insriptions of the Early Gupta Kings*, 29–34, no. 5), and, in what may be a considerably earlier inscription from Mathurā, see H. Lüders, *Bharhut Inscriptions*, Corpus Inscriptionum Indicarum, vol. II, part II, rev. E. Waldschmidt and M.A. Mehendale (Ootacamund, 1963), 12–14.

[28] It is likely that the reference here is to a spot or seat that local tradition said had been used by a series of former Buddhas and by Śākyamuni as well. References to such spots are very frequent in the Chinese pilgrims' accounts of early medieval India, but very rare in inscriptions. Presumably there was on a spot of this sort at Sāñcī what we call an "image," but the inscription itself calls "The Buddha." On the concept lying behind such language see G. Schopen, "The Buddha as an Owner of Property and Permanent Resident in Medieval Indian Monasteries," *Journal of Indian Philosophy* 18 (1990): 181–217.

[29] Derrett, *Vishveshvaranand Indological Journal* 12.1–2 (1974): 89–90.

[30] Derrett, *Vishveshvaranand Indological Journal* 12.1–2 (1974): 89–90, 95.

with the monks' obligation to attend to, and perform acts of worship for the benefit of, a sick and dying fellow monk. The text lists a series of possible ways to fund these activities—donors might be solicited, but if that does not work then what belongs to the Community (*sāṃghika*) might be used. If that also does not work, the text says, "That which belongs to the permanent endowment for the Buddha is to be given" (*buddhākṣaya-nīvī-santakaṃ deyam*).[31]

Though welcome, there are two unfortunate things about this explicit reference to an *akṣaya-nīvī*. One is that this passage does not appear in the Tibetan translation of the *Cīvara-vastu* and therefore does not give us an established Tibetan equivalent for the term. The other is that it gives us no information about this *akṣaya-nīvī*, apart from the fact that such endowments were known. But this, in itself, may allow one further observation. This passage not only suggests that *akṣaya-nīvī* were known to the compilers of the *Mūlasarvāstivāda-vinaya*, but that they were so well known that no description or explanation of them was felt necessary. Moreover, the *Cīvara-vastu* passage also seems to indicate that the compilers of this *vinaya* knew of "permanent endowments" that were set up for more than one purpose—otherwise the qualification "for the Buddha" would appear to have been unnecessary.

All of what we have seen so far would seem to show that the compilers of the *Mūlasarvāstivāda-vinaya* recognized a category of donations meant for loan; that they were familiar with endowments, the principal of which was to be lent out at interest, which they called *akṣaya*s; and that, in fact, they—unlike the authors of the *dharmaśāstra*—both knew and, at least on one occasion, used the term *akṣaya-nīvī*. But this last especially leaves us with the question of why, when they referred to a financial instrument which clearly corresponds to what epigraphical sources called an *akṣaya-nīvī*, they did not use this term, even though it must have been known in their circle. The question, in other words, is what is the relationship between *akṣaya* used as a substantive and the compound *akṣaya-nīvī*? The answer—or an answer—may turn on how common such endowments were, and may lead us to conclude that *akṣaya* by itself is, paradoxically, a particular kind of Sanskrit compound.

Some years ago J. Gonda, to whom we owe so many close studies bearing on issues of Sanskrit syntax, published a paper on what he called "abbreviated nominal compounds." In his usual style he gives copious examples of such compounds: *kalpa* for *kalpānta*, "the end of a *kalpa*"; *chada* for *dantacchada*, "lip"; *śākya* for *śākya-bhikṣu*, "a Buddhist monk"; *akṣa* for *akṣamālā*, "a rosary"; *bhadra* for *bhadrāsana*, "a particular posture of meditation"; and *kriyā* for *kriyāpāda*, "the third division of a suit at law," etc. In all but one of these cases the first element of a two part compound has come to be used by itself with the same meaning that was originally expressed by the whole compound. Gonda suggests that this is the more common pattern of such abbreviated compounds, "that the omission of the former member probably is less common than that of the latter." He also noted that in such compounds, "an adjective is, as a consequence of abbreviation, sometimes used as a substantive: *śveta-* for *śvetacchatra-* 'a white sun-shade.'" Finally, he suggested that such abbreviation "is also in Sanskrit less rare than those scholars who do not mention it at all seem to assume."[32]

Given what little that can be ascertained, it does not seem unreasonable to suggest that *akṣaya* in our *Vinaya* text is yet another example of such an abbreviated nominal compound: *akṣaya* is the first part of an attested two part compound; the first element of that compound is used by itself with the same meaning that the compound itself has—both are used to refer to exactly the same sort of financial instrument; *akṣaya* is—like *śveta*—clearly an adjective, but, like *śveta* as an abbreviated compound, is just as clearly used as a substantive in our text. This explanation may be as good as we can get without further data. But even if only tentatively accepted, this explanation has at least some further implications.

Any attempt to explain the sorts of linguistic changes that produce things like abbreviation must, of course, skate very near speculation. Gonda, however, suggests that

> Whenever the speakers of a language need an expression which contains more information and applies to fewer objects than any simple words in their language, they are compelled to use several words or,—if the structure of their language allows it—to form a compound. If however the longer expression becomes in general, or within a definite group of speakers, more

[31] Dutt, *Gilgit Manuscripts*, iii.2:125.3.

[32] J. Gonda, "Abbreviated and Inverted Nominal Compounds in Sanskrit," in *Pratidānam: Indian, Iranian and Indo-European Studies Presented to Franciscus Bernardus Jacobus Kuiper on His Sixtieth Birthday*, ed. J. C. Heesterman et al. (The Hague, 1968), 221–46.

frequently used than is necessary or convenient they are often abbreviated . . .

He then cites from English the use of the word "bulb" for what was originally called the "electric light bulb."[33]

If we were to grant that something like this process worked on the compound *akṣaya-nīvī*, then this in turn would imply that among Buddhist groups the "longer expression" became "more frequently used than is necessary or convenient" and therefore could be—though it was not always—abbreviated. This would account for the fact that both *akṣaya-nīvī* and *akṣaya* could continue to be used, but suggests as well that this particular form of endowment—as inscriptions prove—was particularly well known among Buddhists, and, while not exclusive to them, may have been considered as largely theirs. If, moreover, the *akṣaya-nīvī* retained a Buddhist smell this may account for the fact that "orthodox" *dharmaśāstra* authors were reluctant to deal with it.[34]

Though much here remains uncertain, two related things do not. It is, I hope, already clear that the study of *dharmaśāstra* might profitably be expanded to include Buddhist *vinaya*, and that the study of Buddhist *vinaya* must most assuredly include the study of *dharmaśāstra*. One might even begin to suspect that much that is found in Buddhist *vinaya*—sleeping on low beds, not evading tolls, etc.—is there because similar concerns are addressed in *dharmaśāstra*. But apart from this question, which cannot be pursued here, it will hopefully become clear from what follows that *vinaya* and *dharmaśāstra* often speak the same language.

Fortunately, most of the legal vocabulary of our *Vinaya* text is far less complicated, and for some of it we have at least one Buddhist work extant in both Sanskrit and Tibetan that will provide attested equivalents and, as already noted, confirm what can be reconstructed from Hindu *dharmaśāstra*. Our text, for example, has the Buddha himself declare that "for the sake of the community a perpetuity for building purposes is to be lent on interest" (*dge 'dun gyi phyir mkhar len gyi rgyu mi zad pa rab tu sbyor bar bya'o*). The Tibetan I have translated as "lent on interest" is *rab tu sbyor ba*. The Tibetan, of course, does not normally have this meaning but here the underlying Sanskrit cannot easily be doubted. Several equivalents are attested and they are all forms from *pra√yuj*: *prayukta*, *prayukti*, *prayoga*.[35] Monier-Williams gives, as the technical meaning for *pra√yuj* in *dharmaśāstra* literature, "to lend (for use or interest)"; for *prayukta*, "lent (on interest)." The glossary in *Dharmakośa* I.3 has the following: *prayukta*, "invested (sum)," *prayoga*, "lending money at interest," *prayojya* "money lent at interest; investment," etc. Kangle's glossary to the *Arthaśāstra* also gives *prayoga* as "giving a loan," *prayojaka* as "a lender of money." Our *Vinaya* text is, therefore, not using Buddhist vocabulary here, but a vocabulary well established and current in *dharmaśāstra* and other Sanskrit texts dealing with legal and financial matters. Both the equivalence *rab tu sbyor bar* = *pra√yuj* and the sense "lend on interest" are, moreover, confirmed by the one Buddhist partial parallel that has already been referred to: Guṇaprabha uses a form of *pra√yuj* several times in the sense of "to lend" in his *Vinaya-sūtra*, and this is most often rendered into Tibetan by *rab tu sbyor ba*.[36] But here too, the parallel between *dharmaśāstra* and Buddhist *vinaya* goes beyond items of vocabulary.

The compiler of our *Vinaya* text represents his monks as being aware of "rules of training" that would make lending on interest inadmissible. The declaration he attributes to the Buddha also does not negate the general principle involved, but rather allows for specific purposes to which the inadmissibility does not apply. First, such activity is not only allowed, but to be pursued—the Tibetan is translating a future passive participle—for building purposes for the benefit of the community. Then admissibility is extended to any purpose which is for the benefit of the Buddha, the Dharma and the Community. Here our Tibetan text allows us to correct an observation made by Gernet in regard to the Chinese text. The latter has a passage corresponding to the Tibetan I translate above as: "The Blessed One said: 'Perpetuities for the sake of the Buddha and the Dharma and the Community are to be lent on interest. What is generated from that, with that accrued revenue (*siddha*), worship is to be performed to the Buddha and the Dharma and the Community.'" But Gernet excludes it from his text and puts it in a footnote saying, "il y a ici deux phrases qui constituent sans doute une note."[37]

---

33 Gonda, in *Pratidānam*, 223–24.

34 Although it seems to have no connection with endowments, it is worth noting that the term *akṣayya* does occur in *dharmaśāstra* in connection with interest, as at *Nārada* I.94, but as Lariviere notes, even this is not common (R. W. Lariviere, *The Nāradasmṛti* [Philadelphia, 1989], 2:60).

35 Chandra, *Tibetan-Sanskrit Dictionary*, 1752.

36 Guṇaprabha and his *Vinaya-sūtra* will be treated below in some detail.

37 Gernet, *Les Aspects économiques du bouddhisme*, 156, n. 2.

Our Tibetan text, however, indicates that it is an integral and important part of the text: it explicitly and categorically extends the admissibility of lending on interest to purposes beyond building activities that will benefit the community, and allows it for what we might call, categorically, 'religious purposes'. Significantly, we find in *Manu*, for example, the same kind of dispensation and extension expressed in simpler, if rather curious, terms.

Manu X.117 is a good example of the 'one must not, *but* . . . ' pattern of promulgation typical of both *dharmaśāstra* and Buddhist *vinaya*. It starts by declaring absolutely that "a *brāhmaṇa* and even a *kṣatriya* should not, indeed, lend on interest" (*vṛddhiṃ naiva prayojayet*). Our *vinaya* text, as noted above, presented Buddhist monks as knowing that their 'rules of training' placed the same restrictions on them. But, again like the *vinaya* text, *Manu* too—though in somewhat different terms—then lifts the restriction in regard to loans made for a certain and essentially similar purpose: "But, however, he may on his own accord place sums at low interest with a vile man *for religious purposes*" (*kāmaṃ tu khalu dharmārthaṃ dadyāt pāpīyase 'lpikām*).[38] Here we appear to have not only another instance of shared vocabulary (*prayojayet*), but an instance of parallel provisions for parallel purposes ("religious purposes"). And there are further examples of both.

As in the case of Tibetan *rab tu sbyor ba* where the technical meaning "lend on interest" is not easily available in Tibetan itself, so too in the case of what I have translated as "accrued revenue." The Tibetan is *grub pa* and the standard dictionaries give little or no indication that this term can carry such a meaning. But a well-attested Sanskrit equivalent for *grub pa* in other contexts is *siddha*, and *siddha* occurs several times in, for example, the *Arthaśāstra* in exactly this meaning.[39]

Although, as we will see, the route to the technical meanings of the Tibetan terms in our passage, or even to their Sanskrit equivalents, is not always the same or so straightforward, it invariably seems to involve going to *dharmaśāstra*. When, for example, our *Vinaya* text gets to its final instructions in regard to making a loan it says first that one should take "a pledge of twice the value" of the loan. The Tibetan is *gta' nyi ri* and at least the first element of this expression, *gta'*, is cited in the standard dictionaries in the meaning "pawn" or "pledge," and it occurs a couple of times in this sense in the Tibetan documents "concerning Chinese Turkestan" treated long ago by Thomas. In one of the latter we find exactly the same expression that occurs in our *vinaya* text, *gta' nyi ri*, but Thomas in his glossary queries his own translation, "of twice the value."[40] It is, in fact, almost certainly correct. Gernet translates the corresponding Chinese as "gages qui aient deux fois la valeur du prêt," and the *Bod rgya tshig mdzod chen mo* (p. 101) defines *gta' nyis ri ba* as *bu lon gyi dmigs rten rin thang ldab ri ba*. Here, then, there is little doubt about the meaning of the Tibetan. But without a Sanskrit equivalent and some reference to *dharmaśāstra* much might be missed.

Once again, neither *gta'* nor *nyi ri* occur in Chandra's *Dictionary*, nor are Sanskrit equivalents easily available in known Buddhist Sanskrit sources. We do know now, however, that our *Vinaya* text shares several lexical items, not with Buddhist texts, but with Indian *dharmaśāstra* sources, so that we might expect that the same might hold in this case as well. And our expectations appear to be justified. If we consider our text an Indian text dealing with legal matters and laws of contract then our sought-for equivalents can hardly be in doubt: Tibetan *gta'*, which means "pawn" or "pledge," is likely to be a translation of one or another of two Sanskrit terms. In his study of the "law of debt" in ancient India H. Chatterjee says, "to convey the sense of pledge, two terms are used in the *dharmaśāstra*—one is *ādhi* and the other is *bandhaka*." He goes on to note that "it may be supposed that the use of the word *bandhaka* is of late origin," and that "it appears that the exact difference between the two words might have been lost long before the period of the digest writers."[41] Such considerations would suggest that the Sanskrit original of our *Vinaya* text probably read either *ādhi* or *bandhaka*, although we cannot be absolutely certain which of these two actually occurred. In Guṇaprabha's text, in fact, *gta'* is twice used to render *bandhaka*. Guṇaprabha, however, is also relatively "late," so again

[38] See, however, R. S. Sharma, "Usury in Early Mediaeval India (A.D. 400–1200)," *Comparative Studies in Society and History* 8 (1965–66): 56ff.; esp. p. 58, for example, who understands the passage differently: ". . . the *brāhmaṇa* or the *kṣatriya* should not take interest even in times of distress, but should pay interest to people of mean avocations (*pāpīyase*) out of legal necessity."

[39] *Arthaśāstra* 2.6.13, 15.

[40] F. W. Thomas, *Tibetan Literary Texts and Documents Concerning Chinese Turkestan*, part 3 (London, 1955), 136, 134, and the references cited there.

[41] H. Chatterjee, *The Law of Debt in Ancient India* (Calcutta, 1971), 211ff.; see also L. Sternbach, *Juridical Studies in Ancient Indian Law* (Delhi, 1965), 1:109ff.

we cannot be certain that this was also the term that occurred in our *Vibhaṅga* passage. But as in the case of *pra√yuj*, here too it is not just a single vocabulary item that is shared or similar between our text and *dharmaśāstra*, but an entire procedure. *Bṛhaspati* X.5, for example, stipulates—like the Buddha of our *Vinaya* text—that one should make a loan *after* having taken a pledge or deposit of full value (*paripūrṇaṃ gṛhītvādhiṃ bandhakaṃ vā . . .*). He also says—and, again, as we will see he is not alone—to get it in writing. But before we move to that point we still have to account for our Tibetan *nyi ri*. Its significance too is clarified by *dharmaśāstra*.

Chatterjee, for example, indicates that the general understanding of a pledge of "full value" was that it was "sufficient to meet the capital with interest."[42] Our text, however, stipulates that the pledge be "of twice the value." In spite of appearance to the contrary, these two positions are almost certainly the same, their identity turning on a "general rule" of *dharmaśāstra* in regard to the allowable amount of interest that can be charged on a loan. This rule may not only explain how these two positions are essentially the same, it also almost certainly provides us with the Sanskrit term that was translated by *nyi ri*. In *dharmaśāstra* this rule is known as the rule of *dvaiguṇya* or "doubling." *Arthaśāstra* 3.11.6, for example, clearly recognizes this principle when it says that even in cases where a debt is long outstanding the debtor still only pays double the principal (*. . . mūlya-dviguṇaṃ dadyāt*). *Manu* VIII.151 is even more explicit when it says that interest from loans of money should, when taken at one time, not exceed double the amount of the loan (*kusīda-vṛddhir dvaiguṇyaṃ nātyeti sakṛdāhṛtā*). This principle—that "at one investment the interest and capital taken together should not be more than twice the capital"—is widely attested, even if, in time, a number of ways of getting around it were developed.[43] For our purposes, however, we need only note two things. First, although our *Vinaya* text does not explicitly refer to the rule of *dvaiguṇya*, the instructions put in the mouth of the Buddha implicitly acknowledge it. To take a pledge of twice the value of the loan is to take a pledge of the value of the loan plus the value of the maximum interest allowed by *dharmaśāstra* rule: no more, no less. Secondly, if one were to translate Tibetan *nyi ri* into Sanskrit one could easily go with *mūlya-dviguṇa* (*Arthaśāstra*) or simply *dvaiguṇya* (*Manu*). In Guṇaprabha, again, *nyi ri* translates *dviguṇa*—almost exactly as we would expect.

After 'taking the pledge' our text refers to "writing out a contract which has a seal and is witnessed." The Tibetan here is *dpang po dang bcas pa'i dam rgya'i glegs bu bris te* and is not entirely clear to me. I-ching may also have had some trouble with his text at this point as well. In Gernet, at least, what appears to be the corresponding clause is rendered simply as ". . . qu'on écrive un contrat. De plus, on établira des cautions (*pao-tcheng*). . . ." We might begin with what is clear.

Glegs bu, the term I translate by "contract," is once again not listed in Chandra's dictionary, but a passage in the *Cīvara-vastu* that we have already referred to provides use with an attested Sanskrit equivalent. Our term, in fact, occurs four times in this one passage: *glegs bu la bris te* = *patrābhilekhyaṃ kṛtvā; glegs bu la bris nas* = *patrābhilikhitaṃ kṛtvā; glegs bu la ma bris ba* = *apatrābhilikhitaṃ*; and *glegs bu la bris pa* = *patrābhilikhitaṃ*.[44] Since *'bri ba, bris ba* is the usual Tibetan word for "to write," or *likhati*, *glegs bu*, strictly speaking, is here translating *patra* (*pattra*), "document," and *patrābhilikhita*, as a noun, would mean "written document." Context alone would determine that in these *Cīvara-vastu* passages it means "will," whereas in our passage what was very likely the same form almost certainly means "contract."

This time when we look to *dharmaśāstra* for clarification it proves to be—at least on one level—less useful. This in large part may only be a reflection of the fact that the use of writing and the place of written documents in the *dharmaśāstra* has yet to be as systematically studied as many other topics, and the vocabulary of both is, as a consequence, not yet fully fixed.[45] What can be surmised at the moment is this: the terms *abhilikhita* and *abhilekhya*—both in the sense of "a document"—occur in *dharmaśāstra*, but very rarely; *patra* in the senses of "written document," "letter," "paper," "a leaf for writing on," etc., occurs more commonly; but *dharmaśāstra* appears to overwhelmingly prefer *likhita* or *lekhya* when referring to documents. It should be noted, however, that though it might prefer a slightly different expression, *dharmaśāstra*—like Buddhist *vinaya*—uses the same terms to refer to a wide range of what we would consider

[42] Chatterjee, *The Law of Debt*, 226.

[43] Chatterjee, *The Law of Debt*, 48ff.

[44] Dutt, *Gilgit Manuscripts*, iii.2:140.16, 20; 141.1 = Tog, 'dul ba, Ga 147b.6, 7; 148a.1, 2.

[45] Much of the material for such a study has, however, already been gathered and is conveniently available in Joshi, *Dharmakośa*, i.1:348–80. The following observations are based on it.

different kinds of documents: *likhita* and *lekhya* are used indiscriminately to designate mortgages, deeds, contracts and bills-of-sale. Here too, the partial parallel in Guṇaprabha is much less useful: the Sanskrit text—which appears to be faulty at this point—has *āropya patre*, "having recorded in a document," and this is translated into Tibetan by *dpang rgyar bris nas so*, "having written in a sealed bond." It would appear that Guṇaprabha's text was not using the same vocabulary as our *Vibhaṅga* passage. But lest it be lost sight of, the most general point that needs to be noted here—though we will come back to it—is this: although the reference to written contracts in our *Vinaya* text may—as a piece of *vinaya*—appear unusual, even odd, when seen in light of *dharmaśāstra* of a certain period it looks quite normal. Normal, too, it seems, is at least one of the two further qualifications of the "contract" found in our text.

The Tibetan expression I have rendered into English as "is witnessed" is *dpang po dang bcas pa* and—although absent from Chandra—there can, again, be little doubt about the Sanskrit underlying it: *dpang* or *dpang po* is a common translation for *sākṣin*, "witness," and *dang bcas pa*—like *can*—is a good translation for the Sanskrit suffix *-mat*, "having," "possessing." Although Guṇaprabha is here again of little use, having—as we will see—constructed his text differently, still *sākṣimat*, "having a witness," "witnessed," or "attested," is itself widely attested in *dharmaśāstra* in connection with documents. *Yājñavalkya* says that for any contract entered into by mutual consent there should be "a witnessed document" (*lekhyaṃ . . . sākṣimat*).[46] *Nārada* I.115 says of documents (*lekhya*) that they can be both "witnessed and unwitnessed" (*asākṣimat sākṣimac ca*), etc. But if we are on firm ground here we are less so in regard to the second expression applied to "contracts" in our *Vinaya* text, and that is unfortunate.

What I have translated as "has a seal" is *dam rgya* in Tibetan. Jäschke says that *dam rgya* = *dam ka*, which he defines as "a seal, stamp." The *Bod rgya tshig mdzod chen mo* (p. 1244) defines *dam rgya* first as *thel rtse*, a variant of *thel se*, which also means "a seal, stamp." It then says it is "old" for *dpang rgya* (which Thomas takes to mean "witness signature"), "attestation seal," *khrims rgya*, "legal seal," and *dam tshig gi phyag rgya*, "a seal of promise." Thomas, finally, takes it as "a signed bond,"[47] and in Guṇaprabha *dpang rgya* can only be translating *patra* if—and this is far from certain—it is translating a text similar to the Sanskrit that we have. Obviously the precise meaning of the Tibetan expression in our *Vibhaṅga* passage has yet to be determined, though its general sense of "seal" is relatively certain. The problem for us, however, is that whereas all meanings adduced for *dam rgya* would make it a noun, in our *Vinaya* text it appears to be by position and function an adjective—the construction remains, for me at least, obscure. It may be, of course, that the Tibetan *dpang po dang bcas pa'i dam rgya'i glegs bu* is translating some sort of possessive compound.

The significance of all this is that there is almost certainly lurking behind the Tibetan some form of *mudrā* or *mudrita* and that we may have in our passage, therefore, a rare reference to the use of a kind of 'object' which frequently is found at Buddhist monastic sites in India. Monastic seals—more commonly sealings—have been recovered from a wide variety of monastic sites, Vaiśālī, Kasiā, Kauśāmbi, Nālandā, etc., sometimes in considerable numbers.[48] Since they almost always bear the name of a monastery, they could be, and have been, used to identify the site from which they come. But there is a problem here recognized long ago by Vogel.

Cunningham early on had identified Kasiā with Kusinārā, the site of the Buddha's death. When Vogel actually excavated Kasiā he recovered a number of sealings, typical of which is one bearing the legend *Mahāparinirvāṇe cāturdiśo bhikṣu-saṅghaḥ*, "The community of monks from the four directions at (the site) of the *Mahāparinirvāṇa*." Vogel assessed this new evidence in the following way:

> As long as the use of these documents [i.e., the sealings] has not been ascertained it is impossible to decide whether their evidence tends to prove or to disprove Cunningham's theory. If they belong to the spot where they

[46] For a fuller citation of the passage see below, p. 540.

[47] Thomas, *Tibetan Literary Texts and Documents*, 3:143.

[48] For a sampling of such seals and sealings see B. Ch. Chhabra, "Intwa Clay Sealing," *Epigraphia Indica* 28 (1949–50): 174–75; V. A. Smith, "Vaiśālī: Seals of the Gupta Period," *Journal of the Royal Asiatic Society of Great Britain and Ireland* (1905): 152; J. Ph. Vogel, "Seals of the Buddhist Monasteries in Ancient India," *Journal of the Ceylon Branch of the Royal Asiatic Society*, n.s., 1 (1950): 27–32; G. R. Sharma, "Excavations at Kauśāmbī, 1949–1955," *Annual Bibliography of Indian Archaeology* 16 (Leyden, 1958): xliv–xlv; D. Schlingloff, "Stamp Seal of a Buddhist Monastery," *The Journal of the Numismatic Society of India* 31 (1969): 69–70; H. Sastri, *Nalanda and Its Epigraphical Material* (Delhi, 1942), 36ff.; D.C. Sircar, "Inscribed Clay Seal from Raktamrittika," *Epigraphia Indica* 37 (1967): 25–28; etc.

were found—and the variety of their dates and uniformity of their legends seem to point to that conclusion—they would vindicate Cunningham's identification. If, on the other hand, they were attached to letters and parcels—and this seems to be the most likely use they were put to—they would place beyond doubt that the Convent of the Great Decease is to be sought elsewhere.[49]

Formulated in this way it is not difficult to see how our *Vinaya* passage may bear on the issue. If—as seems likely—our passage is referring to the use of such sealings on written contracts for loans made from permanent endowments held by a monastic community, and if, therefore, such sealings were used for this purpose and not for "letters and parcels," then—since we know that such documents were placed in the monasteries "depository"—our passage would support the view that such sealings "belong to the spot where they were found." Moreover, if our passage is referring to the use of sealings of this sort—and again this seems likely—then those sealings in turn could have considerable evidential value for the use of the legal instruments described in our text: if they were used to 'seal' loan contracts, then their presence at Buddhist sites will allow us to date the use of such contracts in actual practice, at least at certain sites, and they will provide at least some indication of the frequency of their use, at least at certain times. They could, in short, be extremely valuable.[50]

In regard to what was to be included in such written contracts of loan, Buddhist *vinaya* and Hindu *dharmaśāstra*, beginning with *Yājñavalkya*, are again in close basic agreement, although *Yājñavalkya* is already fuller than our *Vinaya* passage. *Yājñavalkya* (II:5.86–89) says:

For whatever business (*artha*) is freely and mutually agreed upon, a witnessed document should be made (*lekhyaṃ vā sākṣimat kāryaṃ*). The creditor (*dhanika*) should be put first.

---

[49] J. Ph. Vogel, "Some Seals from Kasia," *Journal of the Royal Asiatic Society of Great Britain and Ireland* (1907): 366.

[50] In the case of Kasiā there is, of course, other material that confirms the identity of the site—see F. E. Pargiter, "The Kasia Copper-plate," *Annual Report of the Archaeological Survey of India* [= *ARASI*] *for 1910–11* (Calcutta, 1914), 73–77, esp. p. 77, n.10. One further point in regard to at least some of these sealings can I think also be quickly clarified, and such a clarification will establish an even more specific linkage between what has been found at some Buddhist sites and the *Mūlasarvāstivāda-vinaya*. Vogel found at Kasiā a number of sealings which he described as showing a "skeleton seated in meditation" or a "skeleton standing. On both sides a bird perched on a skull." Sastri, in later work at the site, also found such sealings. See J. Ph. Vogel, "Excavations at Kasia," *ARASI 1905–06* (Calcutta, 1909), 85; Vogel, "Excavations at Kasia," *ARASI 1906–07* (Calcutta, 1909), 66; H. Sastri, "Excavations at Kasia," *ARASI 1910–11* (Calcutta, 1914), 72. In the second of the reports cited Vogel surmised that "such figures possibly are meant to represent the corporeal relics of some Buddhist saint" (p. 59, n.1). There is, however, a passage in the *Kṣudraka-vastu* of the *Mūlasarvāstivāda-vinaya* which makes this unlikely. Vogel knew this passage, but, presumably, only from the truncated summary in Csoma or Feer. In the latter it appears as: "Un membre de l'ordre religieux doit avoir sur son sceau ou cachet un cercle avec deux daims se faisant vis-à-vis et au-dessous le nom du fondateur du Vihāra" (L. Feer, *Analyse du kandjour* [Lyon, 1881], 191). The Tibetan text itself says, however: *bcom ldan 'das kyis bka' stsal pa / rgya ni gnyis te / dge 'dun gyi dang / gang zag gi'o / de la dge 'dun gyi ni dbus su 'khor lo bris na / glo gnyis su ri dags / 'og tu gtsug lag khang gi bdag po'i ming bri bar bya'o / gang zag gi ni rus pa'i keng rus sam / mgo 'i thod pa bri bar bya'o* (Tog, 'dul ba, Ta 11b.4): "The Blessed One said: "There are two kinds of seals: (seals) of a Community, and (seals) of individual monks. In regard to them, that of a Community is to have a wheel engraved in the middle with a deer on both sides; below it the name of the *Vihārasvamin. That of an individual monk is to have a skeleton or a skull engraved on it." Vogel identified a considerable number of the seals he found at Kasiā with the first type mentioned in this passage, but because he had access only to an incomplete summary of the passage he was unable to recognize seals of the second type for what they were: those seals or sealings bearing skeletons or skulls almost certainly had nothing to do with "the corporeal relics of some Buddhist saint," but were rather simply seals of individual monks. It is worth noting too that the association between things connected with the individual and skeletons and skulls is also found elsewhere in this *Vinaya*. In a well-known passage which describes what paintings are allowed in a *vihāra*, the text says, in Lalou's translation, "dans les [individual] cellules, un squelette, des os et un crâne" are to be painted (M. Lalou, "Notes sur le décoration des monastères bouddhiques," *Revue des arts asiatiques* 5.3 [1930]: 183–85). Certain individual cells at some Buddhist monastic sites have been identified as "meditation caves" because they have skeletons and skulls painted on their walls (cf. L . Feugere, "A Meditation Cave in Kyzil," in *South Asian Archaeology 1985*, ed. K. Frifelt and P. Sorensn [London, 1989], 380–86). Obviously, these *vinaya* passages render such identifications doubtful.

> With the year, the month, the fortnight, the day, place of residence, caste and *gotra*,
> With the name of a fellow student, his own, and his father's it is marked (*cihnita*).
> When the business (*artha*) is concluded the debtor (*ṛṇin*) should enter his name with his own hand
> (Adding) "what is written above concerning this matter is approved by me, the son of so-and-so."
> And the witnesses, in their own hand and with their father's name first,
> Should write: "In this matter I, named so-and-so, am a witness" . . .

Then a number of other details and conditions of validity follow, but what is cited above is surely enough to establish the fundamental similarity between the contract described in our *Vinaya* passage and the contract described by *Yājñavalkya*. The differences, in so far as they exist, reflect, in part, the concern of *Yājñavalkya* with greater detail and technicality, and, in part, the fact that our *Vinaya* passage is describing a contract of loan not between individuals, but between an individual and an institution. As a consequence, it is not the creditor's name, for example, that should be registered, but the names of two representatives of the institution—the Elder of the Community and the Provost of the monastery—that is making the loan.[51]

But one final textual problem remains. The final sentence of our passage in its Chinese version reads, as Gernet has translated it: "Même s'il s'agit d'un upāsaka croyant, d'un homme qui a reçu les cinq instructions, il faut également recevoir de lui des gages." Gernet sees here "un sentiment très net" on the part of the redactor that business is business ("les affaires sont les affaires"), and that even a devout lay-brother must give a pledge when borrowing from the community.[52] The Tibetan text reads *gang la sbyin par bya ba dge bsnyen dad pa can bslab pa'i gzhi lnga bzung ba la yang gta' nyi ri kho nas sbyin par bya'o*, and—while it is not impossible to interpret it in a similar way—there are several things that appear to make such an interpretation difficult.

First, the verb used in the Tibetan to express the action undertaken in regard to the lay-brother—*sbyin ba*—cannot mean "recevoir de." It is, in fact, the same verb our passage uses more than a half a dozen times to express the "giving" or "placing" of the loan, e.g., *bcom ldan 'das kyis bka' stsal pa / de dag la sbyin par mi bya'o*: "The Blessed One said: (perpetuities) should not be placed among them." That it could mean anything else in this one instance, after being consistently used in all the previous instances, seems very unlikely.

The careful characterization in our passage of the kind of lay-brother involved must also be considered. That lay-brother is not just any lay-brother, but is explicitly said to be "a devout lay-brother who has undertaken the five rules of training" (*dge bsnyen dad pa can bslab pa'i gzhi lnga bzung ba*), and elsewhere in our *Vinaya* this kind of characterization marks a particularly trustworthy individual. In a passage in the *Vinayavibhaṅga* which comes only a few folios before our text, for example, it is said that when *vihāra*s were built in "border regions" (*mtha' 'khob*) monks frequently abandoned them in times of trouble. As a consequence they were also frequently looted. In response to this situation the Buddha is made to say: "The treasure and gold belonging to the Community or the *stūpa* (*dge 'dun bye* [*rd. gyi*] *'am mchod rten gyi dbyig dang gser*) should be hidden. Only then should you leave." But the monks did not know who should do the hiding. Then, the text says:

> The Blessed One said: "It should be hidden by an attendant of the *vihāra* (*kun dga' ra ba pa*) or a lay-brother."
> But then those that hide it stole it themselves.
> Then the Blessed One said: "It should be hidden by a devout lay-brother (*dge bsnyen dad pa can*)."[53]

From this and similar passages it would appear that "devout"—as opposed to ordinary—lay-brothers were considered worthy of trust, especially in regard to matters involving valuable property. The chances seem very good that our text should be taken as supplying another instance of the same sort of thing.

Finally, "pledges"—at least according to *dharmaśāstra*—were, or came to be, fairly complex affairs. Two basic kinds were referred to: *gopya*, or "pledges for custody," and *bhogya* "usufructuary pledges." The first was

[51] Karunatilaka has noted what he calls an "obvious gap in the information found in the law-books": "The law-books of the early medieval times and the preceding period contain various laws pertaining to money-lending and interest payments between individuals but they pay little or no attention at all to similar transactions between individuals and institutions . . . ," P. V. B. Karunatilaka, "Hindu Temples in Bihar and Orissa: Some Aspects of the Management of Their Monetary Endowments in Early Medieval Times," *The Sri Lanka Journal of Humanities* 13.1–2 (1987): 154.

[52] Gernet, *Les aspects économiques du bouddhisme*, 156, n. 3.

[53] Derge, 'dul ba, Cha 149b.1ff.

to be kept, the second was to be used, that is to say, to generate profit. Pledges could be anything from a copper pan or cloth to female slaves, or fields, gardens, cows or camels. There were other refinements and complexities as well.[54] How much of this was known to the redactor of our *Vinaya* is, of course, impossible to say. Our passage says nothing that would indicate his awareness. It is, however, safe to assume that, even before the stage of complexity had been reached that we see in some *dharmaśāstra*, the taking of pledges would have created some awkward problems for monastic communities. And it is, again, reasonable to assume that such monastic communities would have solved such problems by one of their favorite devices—recourse to lay middle-men. This, I think, is what our text is saying.

* * *

Having come this far, all that remains is the hard part. We must at least try to determine several interrelated things. We must make some attempt to determine how important the perpetuities or permanent endowments mentioned in our text were, and what—if any—further history our text or similar *vinaya* rulings on written contracts had. We must make some attempt to determine what the religious and institutional situations were that stimulated Mūlasarvāstivādin *vinaya* masters to create or borrow these legal instruments. And we must make some attempt to place our *Vinaya* text in the still uncertain history of *dharmaśāstra*. In none of these endeavors can we expect complete success.

It of course goes without saying that we have at our disposal almost no means of determining what was and what was not particularly important in the enormous *Mūlasarvāstivāda-vinaya*. But there is at least one rough indicator of what in this *Vinaya* was thought important in the early medieval period: we are able to determine what Guṇaprabha, who has been dated to a period between the fifth and seventh centuries, and who may have been from Mathurā, chose to include in his *Vinaya-sūtra*. Guṇaprabha's *Vinaya-sūtra* appears to have been the most authoritative epitome or summary of the *Mūlasarvāstivāda-vinaya* and Bu-ston, at least, cites it as a model of the type of treatise that condenses "excessively large (portions of) scripture."[55] Since, in fact, Guṇaprabha has reduced or condensed what takes up more than 4000 folios in the Derge edition to no more than 100, it is obvious that he had to make some austere choices. He would have been able, presumably, to include only what would have been considered—or what he considered—essential to an understanding of the whole. His choices, therefore, can be revealing and at times—at least to some—may appear surprising. Professor Schmithausen, for example, in his fascinating paper on the "sentience of plants," has several times referred to a text in the *Vinayavibhaṅga* of the Mūlasarvāstivādins which describes a monastic ritual that must be performed before cutting down a tree.[56] The ritual contains several significant elements which also form a part of the funeral ritual for dead monks, but the text looks like a minor appendix of no great importance. Guṇaprabha, however, includes an almost complete description of the ritual in his epitome.[57] It is much the same for our rules.

Although our text, where it is now found, may also look like an appendix, and although it appears to have no known parallels in other *vinaya*s, the continuing importance of at least the subject that it treats for the Mūlasarvāstivādin order would appear to be indicated by

---

54 Sternbach, *Juridical Studies*, 1:111ff.

55 For the sources on the life and date of Guṇaprabha, and for work on his *Vinaya-sūtra* and its auto-commentary, see G. Schopen, "Ritual Rights and Bones of Contention: More on Monastic Funerals in the *Mūlasarvāstivāda-vinaya*," *Journal of Indian Philosophy* 22 (1994): 63–64 and ns. 63–64. When I wrote this paper I was unaware of the fact that an edition of the whole of the Sanskrit text of the *Sūtra* had been published. P. V. Bapat and V. V. Gokhale had said in their introduction to their edition of the first chapter of both the *Vinaya-sūtra* and its auto-commentary that they had seen and used an edition of the *Sūtra* by R. Sankrityayana. But they also said that it was only "provisionally printed . . . not formally published." I therefore assumed, wrongly, that it was never made available. Mr. Jonathan Silk—already known for his keen bibliographic nose—was kind enough not only to point out to me that it had indeed been published (as no. 74 of the Singhi Jain Śāstra Śikṣāpīṭha, Singhi Jain Series!), but also to send me a copy. I would like to thank him very much. Unfortunately, Bapat and Gokhale may have understated the case when they referred to this edition as "very unsatisfactory." It does, however, make it possible to improve on some points in my treatment of the Tibetan translation of the *Sūtra* in the above paper, but that will have to wait.

56 L. Schmithausen, *The Problem of the Sentience of Plants in Earliest Buddhism* (Tokyo, 1991), 74. The text occurs at Derge, 'dul ba, Cha 279b.3–280b.7.

57 *Vinaya-sūtra* (Sankrityayana ed.) 38.11ff.; *'dul ba'i mdo*, Derge, *bstan 'gyur*, Wu 30a.4ff.; note in particular: *tridaṇḍakaṃ bhāṣaṇa-dakṣiṇadeśanāṃ kṛtvā*, translated—oddly enough—by *rgyun chags gsum pa gdon pa dang sbyin pa bshad pa byas nas*.

what we find in Guṇaprabha's *Sūtra*. But there is also something of a surprise here. As our discussion of the vocabulary of our *Vibhaṅga* passage undoubtedly indicated, Guṇaprabha does, indeed, include lending on interest and written contracts in his *Sūtra*. And they are presented—as one would expect—in very much the same terms as in our canonical text: Guṇaprabha, like all good epitomizers, appears to be neither creative nor original. The surprise, however, is that although Guṇaprabha presents in his *Sūtra* what can, in part, easily be taken as a condensation of our text, he himself in his auto-commentary—the *Svavyākhyānābhidhāna-vinaya-sūtra-vṛtti*—actually cites another source when he comments on that material, and he gives there a frame story that would seem to indicate that our material was, indeed, found, as well, in a second source.

There is much to be learned both about and from Guṇaprabha's *Sūtra* and *Vṛtti*, but to date it has received very little attention. In the *Vṛtti*, for example, Guṇaprabha frequently cites or quotes his authorities and therefore gives us some indication of where he got his material. Most commonly, however, his references are given under a general rubric like *tathā ca granthaḥ*, "and thus is the text,"[58] or *ity atra granthaḥ*, "it is said in this case in the text" (*Sū*. 177, 181, 183, etc.), or *grantho 'tra*, "the text here is" (*Sū*. 193). In these general references "the text" appears to refer to the canonical *Vinaya*. In fact sometimes he uses the phrase *vinaye uktam*, "it is said in the *Vinaya*" (*Sū*. 82). Such references can sometimes be particularly frustrating since, though commenting on his summary of one section of the *Vinaya*, he sometimes quotes from a completely different section. At one place in the *Vṛtti* dealing with the *Pravrajya-vastu*, for example, he quotes a passage under the rubric *ity atra granthaḥ* which does indeed come from the canonical *Vinaya*, but not from the *Pravrajya-vastu*; it comes instead from the *Cīvara-vastu*.[59] Sometimes, happily, he is more specific. Occasionally, he says something like *vibhaṅgād etad śayanāsana-śikṣāpadāt*, "this is from the *Vibhaṅga*, from the rules of training in regard to beds and seats" (*Sū*. 389), or *grantho 'tra bhikṣuṇīvibhaṅge* "here is the text in the *Bhikṣuṇīvibhaṅga*" (*Sū*. 591), or *poṣadha-vastu atra granthaḥ*, "the text here is the *Poṣadha-vastu* (*Sū*. 646). Citations of this sort—because they can considerably reduce the range—are, of course, more suited to our needs. But even some of these more specific references can be problematic. Several times, for example, Guṇaprabha cites material under a rubric referring to a or the "introduction": *iti nidānam* (*Sū*. 327), "the *Nidāna* says," or *atra granthaḥ nidānāt* (*Sū*. 384), "here is the text from the *Nidāna*," or *nidāne yad uktaṃ* (*Sū*. 422), "what was said in the *Nidāna*." In cases such as these it is not always clear whether the reference is to a part of a work or a work entitled *Nidāna*. The material Guṇaprabha cites in commenting on lending on interest and written contracts is, in fact, also cited under such a rubric.

In his auto-commentary Guṇaprabha introduces the passage of most direct interest to us with the following phrase: *'dir gzhung ni ma mo las 'di lta ste*. The translation of this seems straight-forward: "here the text is from the *Mātṛkā*, namely. . . ." There is, as well, at least one similar reference in the first chapter of the *Vṛtti*, the only part of the Sanskrit text of the Commentary which has been published so far: *mātṛkāyām atra granthaḥ* (*Sū*. 165), "the text here is found in the *Mātṛkā*." Although the Tibetan translation of this second reference differs slightly from that of the first—*'dir ma mo'i gzhung las*—there can be very little doubt that both are referring to the same work. The problem, of course, is that we do not—at least I do not—actually know what work this is. The Tibetan tradition does not appear to preserve a canonical *vinaya* text with this title; the Chinese canon has one text—*Taishō* 1441—whose reconstructed title is *Sarvāstivādavinaya-mātṛkā*, but this reconstruction is marked as doubtful by the *Hōbōgirin* catalog; equally doubtful apparently are the titles of two other texts—*Taishō* 1452 and 1463—which are given as "*[Mūlasarvāstivāda]nidānamātṛkā*?" and "*Vinayamātṛkā*?"[60] Fortunately, this does not have to be sorted out here. For our purposes we need only note that Guṇaprabha cites technical material bearing on lending on interest and written contracts which is, in the main, quite close to that found in our text in the *Vinaya-vibhaṅga*, but he cites at least a part of it from a different, second source. Any doubt that he got this material from—or at least knew as well—a source different from our *Vinaya-vibhaṅga* passage is quickly dissipated by looking at what he actually said.

The *Sūtra* itself gives the first indication that Guṇaprabha is not necessarily dependent on our *Vi-*

[58] All the examples that follow are cited from the edition of the Sanskrit text of the first chapter of the *Sūtra* and its commentary found in P. V. Bapat and V. V. Gokhale, eds., *Vinaya-sūtra and Auto-commentary on the Same* (Patna, 1982); references are to the *Sūtra*-numbers inserted into the text.

[59] Sū. 506 is citing the text of the *Cīvara-vastu* now found at Dutt, *Gilgit Manuscripts*, iii.2:131.13–15.

[60] Demiéville, Durt and Seidel, *Répertoire du canon bouddhique sino-japonais*, 123, 124, 125.

bhaṅga passage for his material. In speaking about a certain kind of chattel (*upakaraṇa*) Guṇaprabha says:

> It should be lent on interest for the sake of the (three) Jewel(s).
> When there is a monastery attendant or lay-brother he should be used.
> (It should be loaned) after taking a pledge of twice the value (of the loan and) after recording in a document the witness, the year, the month, the day, the Elder of the Community, the Provost of the monastery, the borrower, the capital, and the chattel.
>
> *prayuñjīta ratnārtham /*
> *ārāmikopāsakayoḥ sattve niyogeta /*
> *bandhakaṃ dviguṇam ādāya sākṣi-saṃvatsara-māsa-divasa-saṃghasthaviro(?)vārika [rd:opadhi-vārika]-gṛhītṛ-dhana-lābhān āropya patre /*
>
> *kun dga' ra ba pa 'am dg[e] bsnyen dag yod na bsko bas dkon mchog gi don du bskyed par bya'o /*
> *gta' nyi rir blang par bya'o / dpang po dang / lo dang / zla ba dang / nyi ma dang / dge 'dun gyi gnas brtan dang / dge skos dang / len pa po dang / rdzas dang bskyed rnams dpang rgyar bris nas so /*[61]

It is, of course, immediately obvious that what Guṇaprabha says about taking a "pledge" and the contents of the contract are very close—though not fully identical—to what our *Vibhaṅga* passage says. But what precedes this is not. The references to the monastery attendant and lay-brother must, at least, come from what Guṇaprabha calls in his auto-commentary the *Mātṛkā*. The auto-commentary says, in fact:

> Here the text is from the *Mātṛkā*, namely: "When, after having had both a *stūpa* of the Blessed One and a domed chamber (*gtsang khang byur bu*)[62] made, the merchants of Vaiśālī consigned chattels (*yo byad*) to the monks for the maintenance (*zhig ral du mi 'gyur ba*) of *stūpa*s and domed chambers, the monks, being scrupulous, did not accept them.
> The monks reported the matter to the Blessed One. The Blessed One said: 'I authorize that chattels for the maintenance of a *stūpa* should be accepted by a monastery's attendant (*kun dga' ra ba = ārāmika*) or a lay-brother (*upāsaka*). Having accepted them, they should be used to generate interest (*bskyed par bya ste*). As much profit as is produced in that case should be used for worship of the *stūpa*."
> In regard to the words "a pledge of twice the value should be taken" (*gta' nyis rir blang bar bya'o*), so that there should be no loss, this—by its force—should be considered as "a means which avoids a default" (*'di spang ba mi skyed pa'i yan lag ces bya ba shugs kyis rtogs par bya*).
> It might be asked how, after having accepted it, the chattel is to be lent on interest (*sbyar bar bya*). For that reason it is said: After having written with a witnessed seal the witness, the year, the month, the day, the Elder of the Community, the Provost of the monastery, the borrower, the property, and the interest (*dpang po dang lo dang zla ba dang nyi ma dang dge 'dun gyi gnas brtan dang dge skos dang len pa po dang rdzas dang skyed rnams dpang rgyar bris nas so*), etc.[63]

The Tibetan text of Guṇaprabha's commentary is here—as it frequently is elsewhere—difficult, and I am not sure that I have always correctly understood it. It is, moreover, not entirely clear where the boundaries of his quotation or paraphrase of the *Mātṛkā* are. Given this, the following appear to be firm. Guṇaprabha knew where in the *Vibhaṅga* the topics of lending on interest and written contracts occurred since in his *Sūtra* he treats these topics under the nineteenth *niḥsargika-pātayantika* offence, and this is precisely where they are treated in our *Vibhaṅga*. But he also knew another passage—this one in the *Mātṛkā*—which dealt at least with lending on interest. The *Mātṛkā* passage dealt with chattels, not perpetuities; it also had the Buddha authorize lending activities undertaken by a monastery's attendant or a lay-brother—it did not authorize monks to do so. For lending on interest Guṇaprabha chose to follow the *Mātṛkā* text, and this is explicitly confirmed in his auto-commentary. In regard to written contracts it would appear either that he reverted to our *Vibhaṅga* text, or that the *Mātṛkā* text had itself almost the same material as our text in the *Vibhaṅga*. There are, for example, some differences in what our *Vibhaṅga* text indicates should be included in the contract, and what is indicated in Guṇaprabha. It is, however, difficult to know what—or how much—to

---

[61] *Vinaya-sūtra* (Sankrityayana ed.) 33.12–14; *'dul ba'i mdo*, Derge, *bstan 'gyur*, Wu 26.b5.

[62] I am not at all sure what *gtsang khang byur bu* means. *gtsang khang* in *dri gtsang khang* seems to translate *kuṭī*; and *byur bu* is usually said to mean "heaped, a heaped measure of corn or meal," or "full, brim-full."

[63] Derge, *bstan 'gyur*, Zhu 165b.1–4.

make of this. There are also a number of textual problems in all the sources which have to be worked out.

But even if our discussion leaves a number of points and problems hanging, it does allow some observations on the importance of lending on interest and written contracts of debt in, at least, Mūlasarvāstivādin *vinaya* literature. The canonical *Vinaya* of the Mūlasarvāstivādins had at least two texts or sets of rules concerning lending on interest, and both were associated with the need to maintain durable architectural forms and finance ritual. There were as well—probably—two sets of rules regarding written contracts of debt. Both lending on interest and contracts of debt continued, moreover, to be of interest to Mūlasarvāstivādin *vinaya* masters, at least up until the 7th century—though he was working with severe space limitations, Guṇaprabha chose to include a fairly detailed discussion of both in his *Vinaya-sūtra*. It will have been noticed that Guṇaprabha does not specifically mention *akṣaya*s or *akṣaya-nīvī*s. We might surmise that lending on interest might have at first been particularly associated with such endowments, but by his time had come to be associated with all sorts of chattels or property. This, in turn, might explain his preference for the *Mātṛkā*. We simply do not know. It is also notable that both Guṇaprabha's presentation and apparent preference for the *Mātṛkā* appear to shift the financial activities involved away from monks and—if possible—into the hands of lay monastic functionaries. The reasons for such a shift, or any historical situation it may reflect, remain, however, undetermined.

Although questions of this sort must for now remain open, Guṇaprabha's *Vinaya-sūtra* may still allow us in a general way, at least, to extend the history of interest in—or at least knowledge of—Mūlasarvāstivādin monastic rules governing lending on interest and written contracts of debt. These rules, as indeed the Sanskrit text of the *Vinaya-sūtra* that has come down to us, were, to judge by the colophon of the text, known at the Vikramaśīla monastery in Eastern India. Although the colophon as it is printed is difficult to make sense of, one important statement seems clear. That colophon says in part:

> *Śākyabhikṣu-Dharmakīrttinā sattvārthe likhitaṃ Śrīmad-vikramaśīlām* [sic] *āśritya phālguṇamāse*[64]

> Copied by the Śākyabhikṣu *Dharmakīrti*, for the benefit of living beings, when residing at Vikramaśīla, in the month of Phālguṇa.

What information we have suggests that Vikramaśīla was founded either in the eighth or ninth century, and probably destroyed in the twelfth,[65] so our copy of the *Vinaya-sūtra* can be assigned to somewhere during this period.

We can, in sum, track our Mūlasarvāstivādin rules starting from the *Vinaya-vibhaṅga* in—as we shall see—about the first century C.E. They also occurred, with at least a different frame-story, in a text called the *Mātṛkā*. They were known and repeated by Guṇaprabha who lived, perhaps, at Mathurā sometime between the fifth and seventh century. And Guṇaprabha's summary was itself known and copied sometime after the ninth century at the Vikramaśīla monastery. Though such a trail is not much, it is far more than we usually have, and it testifies to the continuing currency of our rules through both time and space.

The redactor of our *Vinaya-vibhaṅga* text appears to have thought, or to have wanted others to think, that the Buddhist monastic community began to accept endowments, to lend on interest, and to use written contracts, not on its own initiative, but in response to the concerns of lay donors about what would happen, after they were dead, to the establishments they had founded and were themselves able to maintain while they were alive. Confronted with the visible deterioration of their *vihāra*s in their life time, lay donors are made to say—in effect—'if this happens while we are still alive, it obviously will occur even more so when we are dead.' It is this concern that—according to our text—gives immediate rise to the resolve on the part of lay donors to provide the monastic community with permanent or perpetual endowments, and to insure, in effect, that their *vihāra*s remain inhabitable. For the redactor of our text all else—lending on interest, written contracts of debt—follows directly from this concern and forms an integral and necessary part of the monastic communities response to it. Our text, however, is not the only text in the *Mūlasarvāstivāda-vinaya* where such concerns are voiced. Nor are they only about maintenance—they are, as well, inextricably about merit. A glance at two related texts from the *Śayanāsana-vastu* must here suffice: they are in fact sufficient to establish something of the range of ideas connected with our *Vibhaṅga* text.

The first passage we might look at forms a part of a larger discussion about various rights and obligations in regard to *vihāra*s. It starts rather abruptly with what appears to be a reference to what the Buddha had

64 *Vinaya-sūtra* (Sankrityayana ed.) 124.3.

65 See S. L. Huntington, *The "Pāla-Sena" Schools of Sculpture* (Leiden, 1984), 125–26 and ns. 120–25, and the sources cited there.

already said on some other occasion; and the passage is more narrative than formally promulgatory:

> It had been said by the Blessed One; "The reward should be assigned in the name of the dead donors" (*abhyatītakālagatānāṃ dānapatīnām nāmnā dakṣiṇā ādeṣṭavyā iti*)
>
> The Elder of the Community recites the verse for the sake of deceased donors.
>
> And a certain householder had come to a *vihāra*. He heard the assigning of the reward. He approached the Elder and said: "Noble One, if I have a *vihāra* built will you assign a reward in my name also?"
>
> The Elder said: "Have one built! I will duly make the assignment."
>
> When that householder had had a *vihāra* built he had not given anything to it. It remained thus empty. When that householder saw that, he went to the first *vihāra* and said to the Elder: "Noble One, my *vihāra* remains empty. Not a single monk lives there."
>
> The Elder of the Community said: "Sir, it should be made productive (*utsvedya, snum pas so*)."
>
> The householder said: "But Noble One, it has been built on sterile saline soil (*ūṣare jaṃgale kāritaḥ*). How is it to be made productive?"
>
> "Householder, I did not mean it in that sense (*nāham etat saṃdhāya kathayāmi*). But rather that there is no acquisition (*lābha*) there."
>
> The householder said: "Noble One, whoever now lives in my *vihāra*, to him I present cloth" (*paṭenācchādayāmi*).[66]

This is an interesting fragment for a number of reasons—it uses, for example, a term to describe the "dead" donors, *abhyatītakālagata*, which also occurs in inscriptions.[67] But for our immediate purposes it is important above all for what it can contribute to our understanding of how monks understood, or expressed, the concerns of lay donors.

The text is—as is the Sanskrit *Mūlasarvāstivāda-vinaya* as a whole—clipped and elliptical. It is, as already noted, a narrative text, not a promulgatory one. What it assumes is as revealing as what it says. It starts by explicitly stating that the Buddha had ruled that "the reward should be assigned in the name of the dead donors" of a *vihāra*. This clearly is obligatory for the monastic community. The narrative then seems to suggest that the redactor of the text assumed that this obligatory activity was a "public" ritual which took place on a recurring basis—it is otherwise hard to account for the narrative facts that it was "heard" by a householder on a random visit. The redactor also indicates that this recurring public ritual was performed by the Elder of the Community (*saṃgha-sthavira*), and involved the recitation of verses.

We have, in fact, a fairly good idea of what—narratively—"assigning the reward" was: it was a ritualized recitation of a verse or verses which formally designated the beneficiaries of the merit produced from a specific donation or gift. Such designation could be made to both the dead—as in our passage from the *Śayanāsana-vastu*—or the living. In the *Bhaiṣajya-vastu*, for example, at the end of a meal given by brahmins and householders, the Buddha himself "assigns the reward" to their deceased kin who had become "hungry ghosts" (*preta*).

> Then the Blessed One, with a voice having five qualities, commenced to assign the reward to the name of those hungry ghosts (*teṣāṃ nāmnā dakṣiṇām ādeṣṭuṃ pravṛttaḥ*):
>
> "The merit from this gift, may that
> go to the hungry ghosts! (*ito dānād dhi yat puṇyaṃ tat pretān upagacchatu*)
>
> May they quickly rise from the dreadful world of hungry ghosts!"[68]

In the *Saṅghabheda-vastu*, on the other hand, we find at the end of the account of the gift of the Nyagrodha Park:

> . . . Śuddhodana took up a golden water pot and presented the Nyagrodha Park to the Blessed One, and the Blessed One, with a voice having five qualities, assigned the reward (*bhagavatā . . . dakṣiṇā ādiṣṭā*):
>
> "The merit from this gift (*ito dānād dhi yat puṇyaṃ*), may that go to the Śākyas! May they always attain the station (*pada*) desired or wished!"[69]

---

66 Gnoli, *Śayanāsana- and Adhikaraṇa-vastus*, 37.6–19 = Tog, *'dul ba*, Ga 286a.6–b.5.

67 E.g., H. Lüders, *Mathurā Inscriptions*, ed. K. L. Janert (Göttingen, 1961), no. 44, and 81 n. 1.

68 Dutt, *Gilgit Manuscripts*, iii.1:220.20.

69 Gnoli, *Saṅghabheda-vastu*, i:199:25. For additional references to *dakṣiṇām ādiś-* in the *Mūlasarvāstivāda-vinaya* and elsewhere see G. Schopen, "On Avoiding Ghosts and Social Censure: Monastic Funerals in the *Mūlasarvāstivāda-vinaya*," *Journal of Indian Philosophy* 20 (1992): 12; 30, n. 43; Schopen, "The Ritual Obligations and Donor Roles of Monks in the Pāli *Vinaya*," *Journal of the Pali Text Society* 16 (1992): 101–2.

Whereas, in the first case, the assignment is explicitly to deceased kin, in the second it is to all members of the lineage, and this could have included both living and dead. In any case, it is virtually certain that a reader of the *Mūlasarvāstivāda-vinaya* would have seen in the *Śayanāsana-vastu* a reference to a performance very much of this sort.

It was a ritual performance for the sake of dead donors which the *Śayanāsana* passage narratively isolates as the motive behind its householder's construction of a *vihāra*—this is what he hopes to gain: a, presumably, recurring or on-going assignment of merit in his name after his death. But the point of the text is, of course, that the construction of a *vihāra* is not in itself sufficient to achieve this. To achieve the intended goal requires in addition that the *vihāra* be in use and inhabited, and continue to be so. It requires, in short, the presence of an Elder who will continue to perform the assignment. This, in turn, requires further donation. The requirements, however, do not fall only on the donor. While he must further endow the monastery, the monks are obligated to perform the assignment. The monks, as well, have a further obligation, which is only implied here but explicitly stated in another passage in the same *vastu*.

The second passage makes it clear that if donors have obligations, so too do the monks:

> The devout had had many *vihāras* built, but very few monks entered into the retreat in Śrāvastī. Those *vihāras* stood empty. For the donors there was no merit resulting from use (*dānapatīnāṃ paribhogānvayaṃ puṇyaṃ na bhavati, . . . longs spyod las byung ba'i bsod nams med cing*). And ne'er-do-wells began to inhabit them.
>
> The Blessed One said: All *vihāras* must be allotted, two, three or four to each one individually, depending on how many there are. All must be used (*sarve paribhoktavyāḥ*).[70]

Here the rule is presented as firm: no presumably inhabitable *vihāra* is to be allowed to stand empty. All must be used. In fact, the text here, in regard to *vihāras*, refers to a specific category of merit: "merit resulting from use." Since a *vihāra* must be *used* to generate such merit, it would seem to follow that continuous use would generate continuous merit.

There are, in both these passages from the *Śayanāsana-vastu*, in the web of mutual obligations they seem to envision between monastery and donor, some striking parallels with what is known about the relationships between donor and monastery in medieval Europe. But these cannot here be pursued.[71] What we can do here is to note that the concern of the lay donors in our *Vinayavibhaṅga* passage, the concern that gives rise to the use of endowments, lending on interest and written contracts of debt, is—when seen in the light of the *Śayanāsana* passages—almost certainly not about maintenance only. It is as much about merit. Our endowments, and the legal instruments required to make them work, begin, in fact, to appear as devices intended to insure not just the perpetual inhabitability of the *vihāra*, but an equally perpetual, a permanent source of on-going merit for its donor that would continue long after he or she were dead. Maintenance and merit are in fact closely and causally linked: without maintenance there will not be continuing use; without continuing use there will not be for the donor the "merit resulting from use." Without provisions for the maintenance of the *vihāra* and its residents there will be no officiating Elder; without an officiating Elder the assignment of merit to the donor will not continue after his death. Both our *Vibhaṅga* text and the first passage from the *Śayanāsana* explicitly identify the interests or anxieties of lay donors concerning what will occur after they are dead as the religious problem that endowments and "acquisitions" are meant to solve. Endowments were obviously seen by the monks—perhaps also by lay donors—as a *permanent* solution to the problem. They are, after

---

70 Gnoli, *Śayanāsana- and Adhikaraṇa-vastus*, 35.1 = Tog, 'dul ba, Ga 284b.4.

71 Here it will be sufficient to cite—as one of many possible examples—Lawrence's remarks given under the heading, "The Religious Motives for Endowment": "The merit that accrued to an individual [monk] through prayer and good works could be applied to other people, and not only to living people, but also to the dead. This concept played a crucial role in Medieval religious practice. To found and endow a community of monks was to ensure for the donor an unceasing fund of intercession and sacrifice which would avail him and his relatives both in life and after death" (C. H. Lawrence, *Medieval Monasticism: Forms of Religious Life in Western Europe in the Middle Ages*, 2nd ed. [London and New York, 1989], 69; see also the very rich study of M. McLaughlin, *Consorting with Saints: Prayer for the Dead in Early Medieval France* [Ithaca, N.Y., 1994]). For what appears to be a much later (16th cent.?) Indian legal instrument intended in part to assure the post-mortem well-being of an individual, see J. D. M. Derrett, "Kuttā: A Class of Land-Tenures in South India," *Bulletin of the School of Oriental and African Studies* 21 (1958): 61–81 [= *Essays in Classical and Modern Hindu Law* (Leiden, 1976), I:280–302].

all, called "perpetuities," or "permanent endowments." They were intended to insure not long term, but perpetual benefits to lay donors by insuring a permanent source of merit.

* * *

There is, of course, at least some appreciable irony in the fact that a monastic community whose official doctrine declared that 'all things are *impermanent*' was devising or adopting legal and economic instruments explicitly intended to insure *permanent* benefits to lay donors. But endowments and lending on interest were not—at least as far as they are presented in the *vinaya*—intended only to meet the religious needs of the more prominent supporters of the monastic community. They were intended as well to meet certain institutional needs, institutional needs which, indeed, might be approximately dated.

It is, I think, fairly obvious that the problem for our *Vibhaṅga* text, and for the *Śayanāsana* passages, was not getting *vihāra*s built or funding their initial construction. The existence of permanent, durable *vihāras* is, in fact, taken very much for granted. Our texts too take it for granted that these durable *vihāra*s were already both architecturally and institutionally well organized. They assume that such *vihāra*s were already considerably beyond mere shelters and were already, for example, multi-storied, were already provided with separate "depositories" (*koṣṭhikā*). They take for granted that Buddhist monasteries were, significantly, already sufficiently well organized to administer the kinds of endowments they are recommending. They already know a community with a recognized administrative and ritual division of labor. They know both the office of Elder and of Provost. They presuppose an established ritual of "assigning the reward" to dead donors performed by the Elder. They presuppose that both Elder and Provost were already legally recognized representatives who could enter into binding contracts on behalf of the community. In short, our texts—like all of the *vinaya*s as we know them—presuppose a stage of development of the *vihāra* as both an architectural form and an institution that should be at least partially visible in the archaeological record. But here we butt directly up against an increasingly awkward problem: the stage of architectural and institutional development of the Buddhist monastery reflected in the *vinaya*s as we have them can be detected in the archaeological record only at a period which is far later than that to which the composition of the *vinaya*s is assigned by most scholars. This is a large problem and—as already noted—an awkward one: it seems to present us with enormous collections of rules that were composed to govern conditions that did not exist. Here of course we can only offer a sketch of the conflicting data.

Étienne Lamotte—without necessarily wanting to follow out the implications of what he said—noted some years ago that

> [i]f remarkable similarities can be discerned in the outlines of the latter [i.e., the various *vinayas*]—and we are thinking particularly of the Pāli, Mahīśā[sa]ka and Dharmagupta *Vinaya*s—this fact can be explained by a parallel development. The Buddhist communities did not live in complete isolation but were interested in the work carried out by their neighbors. It is therefore not surprising that they worked with the same methods and followed practically the same plan. If nothing is more like one Buddhist *vihāra* than another Buddhist *vihāra*, it is normal that the various known *vinaya*s should reveal the close link which connected them.[72]

Lamotte's last sentence would seem to suggest that the various *vinaya*s are alike because they all reflect the existence of a uniform, standardized and well-organized *vihāra*. In fact, all our *vinaya*s as we have them appear to presuppose such a uniform and developed monastery: they speak, for example, about doors and keys[73] and elaborate divisions of labor,[74] about bathrooms[75] and slaves or permanent labor forces,[76] about the acquisition

[72] Ét. Lamotte, *History of Indian Buddhism: From the Origins to the Śaka Era*, tr. S. Webb-Boin (Louvain-la-neuve, 1988), 179.

[73] It will perhaps be sufficient, even representative, to cite here examples from the Pāli *Vinaya*, which is still commonly held to be the "oldest" of the *Vinaya*s, and from the *Mūlasarvāstivāda-vinaya*, which is still commonly held to be the most recent (cf. O. v. Hinüber, "The Arising of an Offence, *apattisamuṭṭhāna*: A Note on the Structure and History of the Theravāda-Vinaya," *Journal of the Pali Text Society* 16 [1992]: 68 n. 13): Pāli *Vinaya* ii 148.7ff (on doors and the three kinds of keys); Dutt, *Gilgit Manuscripts*, iii.4:80.15 (reference to hiding the key to the "hall for religious exertion").

[74] See, for convenience, the Pāli material discussed in M. Njammasch, "Hierarchische Strukturen in den buddhistischen Klöstern Indiens in der ersten Hälfte des ersten Jahrtausends unserer Zeitrechnung: Untersuchungen zur Genesis des indischen Feudalismus," *Ethnographische-archäologische Zeitschrift* 11 (1970): 515–39, esp. pp. 529ff.

[75] Pāli *Vinaya* 119.19ff.; Dutt, *Gilgit Manuscripts*, iii.4:79.3.

[76] Perhaps the most striking example here is the story of the monk Pilindavaccha, which occurs in two separate places in the Pāli *Vinaya* (i:206.34ff. and iii:248.11ff.). Bimbisāra gave

of land, ownership rights, share-cropping,[77] social obligations[78] and the problems of inheritance.[79] These are the concerns of a landed institution with durable goods and well-organized durable domiciles—the kind of institution for which maintenance could have been an important concern, and which could have administered permanent monetary endowments. But there is virtually no evidence in the archaeological record for this kind of monastic institution until very late, and it is beginning to appear that both the degree and the rate of growth of Indian Buddhist monasticism has been grossly exaggerated. The history of the physical monastery, at least, points very much in this direction.

We know, for example, in at least some important areas, when the standard *vihāra* started to emerge—and it is not much before the beginning of the Common Era. Sir John Marshall, among others, has noted "the fact that even on such important sites as Sārnāth, Bodhgayā, Rājagṛha, and Kasiā, which were some of the earliest to be occupied by the Buddhists, no remains of any of these structures [i.e., those mentioned in the *vinaya*] have been found which can be referred to pre-Mauryan times."[80] He was, however, so sure that such structures simply *must* have existed that he then goes to some trouble to account for their absence, and his account will have a familiar ring to those who while away their time reading Indian art history: it is the old perishable materials argument. This argument says that no trace of such structures survive because they were made of perishable materials and, while essentially the same argument has been used in regard to Buddhist cult images, in neither case does it appear to be overwhelmingly convincing. When, in fact, the perishable material hypothesis is applied to Buddhist cult images the evidence frequently appears to interfere with the argument,[81] and much the same thing appears to happen when it is applied to monastic architecture.

It should be noted without fudging that the evidence for early *vihāra*s is limited, but this itself may be significant. This observation holds especially for structural sites, very few of which have been fully excavated. But one of the best preserved examples of an early *vihāra* occurs at Taxila. It is a "range" of irregularly sized rooms strung out in a line west of the main *stūpa*. This type of *vihāra* is, according to Marshall, characterized by its "haphazard methods of planning and its lack of security and privacy for its inmates."[82] It is, significantly, unwalled and unprotected. This sorry little structure was very near the prosperous and already architecturally sophisticated settlement of Sirkap, and is not later than the first century C.E. Equally unimpressive, though better preserved, are the early excavations in western India. Bhaja, "probably one of the oldest Buddhist religious centers in the Deccan," although it continued to be added to until the first century C.E., is, for example, characterized by an almost complete lack of order or standardization, which suggests its makers had little experience in planning a community whether in wood or stone—no two

five hundred monastery attendants (*ārāmika*) to the monk Pilindavaccha and, the text says, "a distinct village established itself. They called it 'The Village of the Monastery Attendants' and they also called it 'Pilinda Village'" (. . . *pāṭiyekko gāmo nivisi. ārāmika-gāmako 'ti pi naṃ āhaṃsu pilindagāmako 'ti pi naṃ āhaṃsu*—the translation is from I. B Horner, *The Book of the Discipline*, vol. IV [London, 1951], 282). Note that Jaworski calls this story a "légende locale" and says it "n'a pas d'équivalent en chinois," J. Jaworski, "Le section des remèdes dans le vinaya des mahīśāsaka et dans le vinaya pali," *Rocznik Orjentalistyczny* 5 (1927): 100 n. 14; for the Mūlasarvāstivādin version of the story, see G. Schopen, "The Monastic Ownership of Servants or Slaves: Local and Legal Factors in the Redactional History of Two *Vinayas*," *Journal of the International Association of Buddhist Studies* 17 (1994).

77 Pāli *Vinaya* i 250.14: "Now at that time seeds belonging to an Order were sown on ground belonging to an individual, and seeds belonging to an individual were sown on ground belonging to an Order. They told this matter to the Lord. He said: 'When, monks, seeds belonging to an Order are sown on ground belonging to an individual, having given back a portion, (the rest) may be made use of. When seeds belonging to an individual are sown on ground belonging to an Order, having given back a portion, (the rest) may be made use of"—so Horner, *The Book of the Discipline*, iv 347.

78 See Schopen, *Journal of the Pali Text Society* 16 (1992): 87–107.

79 The inheritance of lay estates: Pāli *Vinaya* ii 169.24; Dutt, *Gilgit Manuscripts*, iii.2:139.6–143.14; inheritance of a dead monks property: Pāli *Vinaya* i 304ff.; Dutt, *Gilgit Manuscripts*, iii.2:113ff. (cf. Schopen, *Journal of Indian Philosophy* 20 [1992]: 3ff.).

80 J. Marshall et al., *The Monuments of Sāñchī* (Delhi, 1940), 1:63; cf. J. Marshall, *Taxila: An Illustrated Account of Archaeological Excavations* (Cambridge, 1951), 1:274, where he says, for example, "At the Dharmarājikā at Taxila . . . there is not a vestige of any residential quarters which can be assigned to a date much earlier than the beginning of the Christian Era."

81 Cf. G. Schopen, "On Monks, Nuns and 'Vulgar' Practices: The Introduction of the Image Cult into Indian Buddhism," *Artibus Asiae* 49.1-2 (1988–89), 165–66.

82 Marshall, *Taxila*, 1:320.

caves or *vihāras* are organized the same way.[83] Likewise, the monastic complex at Junnar-Tuljalena in its early phases shows the same lack of order. Until about the beginning of the Common Era it is little more than a string of irregularly shaped and placed single cells, not really very far removed from natural caves.[84] It could, of course, be argued that some of what we see at Junnar and Bhaja can be explained by lack of experience with working in live rock, but this can hardly account for the lack of planning, nor can accumulated experience in cutting rock alone account for the fact that organized, planned *vihāras* approaching the standardized *vihāra* begin to appear at both sites at almost exactly the same time that the same organized plan begins to appear at a large number of other sites. Planned and ordered space implies a planned, ordered and settled community—the kind of community that could have composed our *vinayas* in the full and final forms in which we have them and could have used and administered "permanent endowments."

But what needs to be noted above all else is this: the earliest extant remains of monastic residential architecture, like the earliest cult images in stone, show again a tradition still struggling, in this case toward order, still lacking a sense of functional organization and structured use of space. Such a tradition—again like that which produced the early extant cult images—does not suggest a long period of development or directed experimentation in wood or other perishable materials preceding it. Moreover, even if, against the evidence, we grant earlier *vihāras* in perishable materials, the implications of this may have been overlooked: *such vihāras by definition could not have been durable or in any significant sense permanent*. They would suggest a poor and probably little organized—both socially and economically—community, a community that had little access to, or ability to exploit, any economic surplus. This seems especially so in light of the fact that we have traces of substantial works in such perishable materials, which have some chance of being Mauryan—the cyclopean city-wall of Rājagṛha and the curious elliptical structures there; the "stupendous timber palisade" at Pāṭaliputra and the massive teak wood platforms there; or the hypostyle hall found at Kumhrar—but none of these are Buddhist, all appear to have been produced by ruling powers.[85] In other words, enduring monumental architecture in perishable materials was available, but apparently out of reach of Buddhist monastic communities.[86]

Though, again, the evidence is far from full there is other data pointing to the lack of early permanent Buddhist dwellings. The evidence, for example, in the main body of Aśoka's inscriptions for *vihāras* is very thin. In the controversial eighth Rock Edict Aśoka uses the term *vihāra*, in fact, in a decidedly curious way—if the term had then any Buddhist sense. He there contrasts his "tours for *dharma*," *dhamma-yātta*, with the activity of earlier kings which he calls "tours for pleasure," *vihāra-yātta*, where *vihāra* is used in the sense of "diversion, enjoyment," etc.[87] In his so-called "Schism Edict," he does not again refer to *vihāras* when he talks about the expulsion of troublesome monks, but to *anāvāsa* and by implication to *āvāsa*. Although much discussed, the facts remain that *āvāsa* literally means only an 'inhabited' or 'inhabitable' place, that Aśoka himself does not use the term *vihāra*, and that *āvāsa* does not certainly refer to an architectural form.[88] Equally curious and still difficult to understand are Aśoka's directions as to what should be done with this edict. Aśoka says, in Hultzsch's translation:

> Thus this edict must be submitted [*viṃnapayitaviye*—Bloch, probably more correctly: "Il faut faire con-

[83] See S. Nagaraju, *Buddhist Architecture of Western India (c. 250 B.C.–c. A.D. 300)* (Delhi, 1981), 113–30, and the ground plans given in figs. 23–25.

[84] Nagaraju, *Buddhist Architecture of Western India*, 133–40, and plans in fig. 27. Nagaraju says, ". . . here are the earliest Buddhist excavations among the inland group of caves in Western Deccan."

[85] For the sake of convenience, see B. Kumar, *The Archaeology of Pataliputra and Nalanda* (Delhi, 1987), 164ff., and the sources cited there.

[86] Though it would lead too far afield to pursue it here, it is—I think—safe to say that a careful study of extant, as opposed to conjectured, early *stūpas* would arrive at the same point. Those *stūpas* which have some chance of being really early, and in regard to which we have some actual knowledge, are all very small, unimpressive affairs. This is the case with the *stūpas* at Bairat (R. B. D. R. Sahni, *Archaeological Remains and Excavations at Bairat* [Jaipur, 1937], 28ff.; S. Piggott, "The Earliest Buddhist Shrines," *Antiquity* 17 [1943]: 1–10), at Lauṛiya-Nandangaṛh (J. E. van Lohuizen-De Leeuw, "South-East Asian Architecture and the Stūpa of Nandangaṛh," *Artibus Asiae* 19 [1956]: 282ff. and fig. 2), at Junnar-Tuljalena (Nagaraju, *Buddhist Architecture of Western India*, 133–34), etc.

[87] E. Hultzsch, *Inscriptions of Asoka*, Corpus Inscriptionum Indicarum, vol. I (Oxford, 1925), 14, 36, 60, etc. J. Bloch, *Les Inscriptions d'Asoka* (Paris, 1950), 111.

[88] For a recent discussion see K. R. Norman, "Aśoka's 'Schism' Edict," *Bukkyōgaku seminā* 46 (1987): 1–33, esp. pp. 9–10, 25–26 and ns. 4, 19.

> naître . . . à] both to the Saṃgha of monks and to the Saṃgha of nuns.
>
> Thus speaks Devānāṁpriya:
>
> Let one copy of the (edict) remain with you [i.e., the administrative officials—*mahamāta*-?] deposited in (your) office [*saṃsalana*]; and deposit ye another copy of the very (edict) with the lay worshippers.[89]

Here again, where one might expect a reference to monasteries, there is none. There is no indication that a "copy" of this edict was deposited in the "office" of the group it most concerned—no indication that there was such an "office" where they were located. Likewise, in the even more difficult Rummindei Pillar inscription, Aśoka seems to imply—especially as Hultzsch understands the text—that he was the first to mark the spot of Buddha's birth: "(He) . . . caused a stone pillar to be set up, (in order to show) that the Blessed One was born here." But contrary to what we might have expected, if there had been a permanent community at the site, he then extends his largesse not to a monastery there, but to the village of Luṃmini itself: "(He) made the village of Luṃmini free of taxes, and paying (only) an eighth share (of the produce)."[90]

The only possible reference in the Aśokan material to a *vihāra* is problematic. It may occur in the "cover letter" attached to the recently discovered version of Minor Rock Edict I found at Panguraria in Madhya Pradesh. Sircar translates the lines in question: "The king named Priyadarśin [speaks] to Kumāra Śaṃva from [his] march [of pilgrimage] to the U(O?)punitha-vihāra in Māṇema-desa (. . . *māṇema-des*[*e*] [*u*]*punitha-vihāra-* [*ya*]*tāy*[*e*]).[91] As the bristle of brackets shows, the readings are uncertain; the published facsimiles are extremely difficult to read; this statement has no parallels in the fifteen or so other versions of this edict—it is, in short, profoundly problematic. But whether or not the term *vihāra* occurs in the inscription, or whether the possible *vihāra* mentioned can be identified with the site at which the record was recovered, that site itself is of interest. It represents, at least a part of it, the remains of another Mauryan monastic site, and although it has so far only been partially published it appears, again, to have been a poor and unimpressive complex; many of the small *stūpa*s, revetments, enclosing walls, and small monastic cells appear to have been crudely made of "rubble." These contrast with the main *stūpa* and its *chatra*, which, however, are clearly later—the nun donors of the latter may in fact be linked with Sāñcī. What has been taken to be the main monastic complex—on the walls of which the Aśokan record occurs—as well as most of the residential cells, are little more than natural caves or rock shelters with slight improvements. To judge by the primitive rock art in some of them, these were probably old, abandoned cave-dwellings.[92] This—rather than a romantic vision of Nālandā—appears to be what a Buddhist "monastery" looked like 'as late as' the time of Aśoka.

Even considerably after Aśoka, however, there are no references to *vihāra*s. In none of the hundreds of donative records from Bharhut, Sāñcī and Pauni does the term occur. The scores of monk and nun donors at these sites never identify themselves as from or residents of any *vihāra*, but rather—*exactly like lay donors*—by their natal or residential villages.[93] Even more curious is the fact that the only expression even vaguely like *vihāra* that occurs at early Sāñcī is not even a Buddhist word, but rather a common *upaniṣadic* term.

On several of the gateways of the rail surrounding the main *stūpa* at Sāñcī, variant versions of the following imprecation occurs:

> He shall have the fate of the perpetrators of five sins (*paṃc-ānaṃtarya*), who dismantles, or causes to be

[89] Hultzsch, *Inscriptions of Asoka*, 163; Bloch, *Les Inscriptions d'Asoka*, 152–53; cf. Norman, *Bukkyōgaku seminā* 46 (1987): 101–2.

[90] Hultzsch, *Inscriptions of Asoka*, 164; Bloch, *Les Inscriptions d'Asoka*, 157.

[91] D. C. Sircar, *Aśokan Studies* (Calcutta, 1979), 94–103, esp. pp. 101–2; Sircar, "Panguaria Inscription of Asoka," *Epigraphia Indica* 39 (1971, but 1981): 1–8.

[92] For the site see B. K. Thapar, ed., *Indian Archaeology 1975–76: A Review* (New Delhi, 1979), 28–30, and pls. xxxix–xli; H. Sarkar, "A Post-Asokan Inscription from Pangoraria in the Vindhyan Range," in *Sri Dinesacandrika: Studies in Indology, Shri D. C. Sircar Festschrift*, ed. B. N. Mukherjee et al. (Delhi, 1983), 403–5, and pls. 73–75. (This contains a note on the site by K. D. Banerjee and an edition of the later "chatra inscription"—the latter is also treated in S. S. Iyer, "Panguraria Brahmi Inscription," *Epigraphia Indica* 40 [1973, but 1986]: 119–20 and pl.).

[93] See, for example, all the inscriptions listed under "Donations by Inhabitants of Certain Places" in Lüders, *Bharhut Inscriptions*, A5-54. Note what might be traces of the same sort of situation, of "monks" living in villages, in what are considered the oldest parts of the Pāli Canon; e.g., *Suttanipāta* 971: . . . *yatacāri gāme*, which K. R. Norman translates " . . . living in a restrained way in a village" (K. R. Norman, *The Rhinoceros Horn and Other Early Buddhist Poems* [London and Boston, 1985], 157).

> dismantled, the stone work from this Kākaṇāva [i.e., the old name for Sāñcī], or causes it to be transferred to another church . . . [94]

The phrase here translated by Majumdar "to another church" is *anaṃ . . . ācariya-kulaṃ*. The use of "another" clearly implies that Kākaṇāva or Sāñcī—the whole complex—was thought of as belonging to the same category. It was not called a monastery or *vihāra*, then, but a "church" or, more accurately, "a house of the teacher." But although it occurs at least 500 years later in a sectional colophon to the *Mahāvaṃsa*, the term *ācārya-kula* has a much closer and more significant context. It is in fact an established usage in the Upaniṣads. *Chāndogya* 2.23.1 says, for example:

> There are three branches of duty. Sacrifice, study of the Vedas, alms-giving—that is the first. Austerity, indeed, is the second. A student of sacred knowledge dwelling in the house of a teacher, settling himself permanently in the house of a teacher, is the third (*brahmacāryācārya-kula-vāsī tṛtīyo 'tyantam ātmānam ācāryakule 'vasādayan*).[95]

All of this would seem to suggest the need for a considerable review of our notions of the degree of development of pre-Kuṣān Buddhist monasticism. But that, I submit, is exactly what we might have expected to emerge when Buddhist institutional history was treated with the same methods and criteria of evidence that pertain to every other kind of history, and when all types of sources were taken into account, without privileging the literary or canonical. Happily, however, such a review is not here our responsibility. Here we had only to make a case—however sketchy—for the unlikelihood that monastic communities like those at early Taxila or Bhaja or Junnar or Panguraria could have compiled the monastic codes that we have, or could have even conceived of permanent endowments for purposes of maintenance, let alone written contracts of debt. It seems to me, in fact, very unlikely that monastic communities housed in poorly made and disorganized, impermanent structures, or in open, crudely cut caves or abandoned rock-shelters, could have had either the need or the means to redact elaborate codes containing rules against, for example, monks "building a fire to smoke out those who take too long in the latrine,"[96] or stipulating, for another example, that "when seeds belonging to an individual are sown on ground belonging to an Order, having given back a portion, (the rest) may be made use of" by the monks.[97]

But if, then, the *early* Buddhist monastic communities which are visible in the archeological record appear to have been utterly incapable of compiling our *vinaya*s, and completely unsuited to administering elaborate endowments, the question still remains as to when they did achieve a level of material and institutional development which would have allowed both—when, in fact, did it become true that "nothing is more like one Buddhist *vihāra* than another Buddhist *vihāra*." A reasonably clear and closely approximate answer to this question has, oddly enough, been available for some time.

Marshall, again, noted some time ago that the *vihāra* Lamotte seems to have had in mind, the ordered "quadrangular, high-walled monastery or *vihāra* . . . seems to have made its first appearance in the *saṅghārāmas* of the northwest during the first century A.D., and thence to have found its way southward and eastward to the rest of India." He also said: ". . . before the close of the first century the old type of *saṅghārāma*, with its haphazard methods of planning and its lack of security and privacy for its inmates had disappeared . . . the living quarters of the monks . . . are now securely enclosed in a walled-in quadrangle. . . ."[98] The standardized, ordered *vihāra*, then, began to appear almost everywhere in the archaeological record just before and just after the beginning of the Common Era. It was then, too, that Buddhist monastic communities appear to have had access to the economic resources that would have allowed them for the first time to build on a wide scale in durable materials like stone and baked-brick.

Marshall explained the observable change in type and construction of the *vihāra* by saying, in part, that

---

[94] Marshall et al., *The Monuments of Sāñchī*, 1: no. 404; cf. 298.

[95] S. Radhakrishnan, *The Principal Upaniṣads* (London, 1953), 374; R. E. Hume, *The Thirteen Principal Upanishads*, 2nd rev. ed. (Oxford, 1931), 200–201.

[96] See C. Hallisey, "Apropos the Pāli *Vinaya* as a Historical Document: A Reply to Gregory Schopen," *Journal of the Pali Text Society* 15 (1991): 207.

[97] See n. 77 above.

[98] Marshall, *Taxila*, 1:233; 320; cf. Marshall et al., *The Monuments of Sāñchī*, 1:63–64: "As a fact, it was not until the Kushān period that the self-contained monastery, which we are wont particularly to associate with the Buddhist *saṅghārāma*, made its appearance in the Northwest of India, and not until the early Gupta Age that it found its way into Hindustān and Central India"—the last part of which is in need of revision.

the wide acceptance of the standard form "was probably due in large measure to the changing character of the [Buddhist] church, which was everywhere tending to substitute regular, settled monasticism for the wandering life, and to relax its rules pertaining to strict asceticism and the possession of property."[99] The precise wording here might need some readjustment, but not, probably, the basic point. What, however, Marshall did not say needs to be stated: the development of the standard *vihāra*, the emergence of this form is clearly visible in the archeological record beginning around the Common Era, *but* that form—and all that it implies—is the type of *vihāra* which our *vinaya*s, as we have them, are intended to govern. Unless one wants to assume that rules are written to govern behavior that does not occur, or that elaborate procedures are developed to meet needs that do not exist, then one is forced to conclude that our *vinaya*s could not have been compiled in the form that we know them until after the beginning of the Common Era. It is, for example, hardly likely that a monastic code like the Pāli *Vinaya*, which contains rules in regard to planting seeds in land owned by the Community, could have been compiled before the Community owned land, and the first actual evidence for this too comes from the first century C.E.[100] It is, again, hardly likely that the rules in the Pāli *Vinaya* which have the Buddha say, "Monks, I allow them [i.e., *vihāra*s] to be enclosed in three kinds of walls (*pākāra*): walls of burnt brick (*iṭṭhaka-pākāra*), walls of stone (*sila-*), walls of wood (*dāhu-*),"[101] could have been redacted before such walls were known, and they were not, until the beginning of the Common Era.

Considerations of this sort, and determining the period at which durable ordered *vihāra*s were first built, allows us more specifically to determine the period before which it is very unlikely that our *Vibhaṅga* text on perpetuities could have been written. Though ironic, it is almost certainly true that only the emergence of durable architecture could have created the idea and need of perpetual maintenance. Buildings in flimsy or perishable materials would have had a life-expectancy considerably short of perpetual, and could hardly have given rise to the notion or felt need for perpetual endowments to maintain them. Such endowments presuppose a justifiable expectation that what they were intended to support would endure. Moreover, as has already been noted, such endowments also presuppose an equally permanent and ordered institutional structure that could administer them. Our text, then, was almost certainly not written until both things were in place, and the archeological record would seem to suggest that this could not have been the case much before the beginning of the Common Era. But if it is unlikely that our *Vibhaṅga* text could have been written much before the Common Era, it is also unlikely that it was written much after the second century, when we know that such perpetual endowments were already in use. Their effective use would seem to require rules governing both them and written or legal contracts of the sort found so far in the *Vinaya* only in our text.

A date in the first or second century of the Common Era for our *Vibhaṅga* text would seem to fit well with, and in fact confirm—or be confirmed by—what has been said about written contracts in Hindu *dharmaśāstra*. *Manu*, for example, is generally assigned a date "between 200 B.C. and A.D. 100,"[102] and while it knows of written contracts and deeds (VIII.168; 255), they receive little attention. *Yājñavalkya*, on the other hand, which is assigned to the first or second century, "gives preference to documentary evidence" and—as we have seen—"gives very detailed rules about the drawing up of legal documents."[103] Though it would be easy here to over-extended what little evidence there is, it does seem that *Yājñavalkya* has a more developed—certainly a more detailed—treatment of written contracts,[104] and it is at least possible to suggest that our *Vibhaṅga* text falls somewhere between *Manu* and *Yājñavalkya*, but how close to the latter is not clear. *Yājñavalkya* may, in fact, also be the first *dharmaśāstra* to explicitly refer to Buddhist monks.[105]

99 Marshall, *Taxila*, 1:324.

100 See the Alluru inscription cited above in n. 22 and the well known Mathurā Lion Capital Inscription (S. Konow, *Kharoshṭhī Inscriptions*, Corpus Inscriptionum Indicarum, vol. 2, pt. 1 [Calcutta: 1929], 48–49) for two of the earliest inscriptional references to donation of land to Buddhist communities.

101 Pāli *Vinaya* ii 121.2.

102 J. D. M. Derrett, *Dharmaśāstra and Juridical Literature*, A History of Indian Literature, ed. J. Gonda, part of vol. IV (Wiesbaden, 1973), 31.

103 R. Lingat, *The Classical Law of India*, tr. J. D. M. Derrett (Berkeley, 1973), 99–100.

104 There is at least one significant difference. *Yājñavalkya* (II.5.96–97) gives detailed procedures for recording partial repayments and for—when the debt is repaid—nullifying the written contract or writing a "receipt" (cf. Chatterjee, *The Law of Debt in Ancient India*, 345–48). But our *Vinaya* passage knows nothing of this.

105 But see J. Filliozat, "La valeur des connaissances gréco-romaines sur l'Inde," *Journal des savants*, avril–juin (1981): 113 n. 32.

One sometimes has the impression in reading works on *dharmaśāstra* that it is assumed that developments occurred within a closed system of *ideas*, or between *texts*, without reference to what occurred or was occurring *in the world*. The change from *Manu* to *Yājñavalkya* in regard to written contracts, for example, is often presented as if it were only a further refinement or sophistication in legal technique or theory which had no connection with changes in the social or economic world that that technique or theory was intended to govern. But it is possible, if not altogether more reasonable, to assume that changes in a legal system are responding to changes in the social or economic systems to which they are connected. Seen from this angle—the angle I have here taken in regard to the *vinaya*—what may well lie between *Manu* and *Yājñavalkya* is not merely our *Vibhaṅga* text, but, more importantly, the emergence in India of a new type of social institution with considerable economic clout: the fully institutionalized, permanently housed, landed monastery. It is perhaps too easy to forget how remarkable and—in significant ways—unprecedented such an institution was in the social history of early India. Its cumulative impact must have been felt in many areas, and it is not unlikely that fully institutionalized Buddhist monasticism in India—like its counterpart in early medieval Europe—produced or stimulated the development of a whole range of bureaucratic and legal devices.[106] A good case could be made, for example, for suggesting that the concept of the juristic personality arose first in India in regard to the Buddhist *saṅgha* and *stūpa*, not in regard to the Hindu "Idol."[107] It is also likely that such an institution would have provided a strong impulse towards the depersonalization and formalizing of the economy in the areas in which it operated, and would have required first such things as written contracts.

But having said this much, it must be said as well that the chronological boundaries suggested above are, of course, not firm enough on either side to rule out the distinct possibilities that our *Vibhaṅga* text and *Yājñavalkya* are, rather, close contemporaries, or even that the *Vibhaṅga* text is later than, and dependent on *Yājñavalkya* in its rules for written contracts. Against this possibility is only the noticeable—though not great—differences in the degree of their detail. But if the *Vibhaṅga* text is later, it probably cannot be much later, since—as already noted—Buddhist monastic communities were already dealing with perpetual endowments in the first or second century. Moreover, the *Vinaya* text explicitly and directly links the use of written contracts with such endowments, and these, at least, could not have been derived from *Yājñavalkya* since he knows nothing of them. These and other possibilities must remain unsure.[108] What is less unsure, however, is that what *Yājñavalkya* says, for example, in regard to written contracts, or, indeed, what *dharmaśāstra* says in regard to a whole host of topics, may now have to be seen in light of similar discussions in Buddhist *vinaya*, and certainly Buddhist *vinaya*—especially, it seems, the *Mūlasarvāstivāda-vinaya*—can no longer be studied in isolation from *dharmaśāstra*. Finally, it is becoming ever clearer that the *Mūlasarvāstivāda-vinaya* may have particularly close ties to brahmanical concerns, and this, in turn, may again suggest that it was redacted by a community deeply embedded in the larger Indian, brahmanical world. It may in fact turn out to be *the* mainstream Indian *vinaya*. Time will tell.

---

106 See, for example, J. A. Raftis, "Western Monasticism and Economic Organization," *Comparative Studies in Society and History* 3 (1961): 452–69; K. J. Conant, "Observations on the Practical Talents and Technology of the Medieval Benedictines," in *Cluniac Monasticism in the Central Middle Ages*, ed. N. Hunt (London, 1971): 77–84; etc.

107 See G. Schopen, "Burial 'Ad Sanctos' and the Physical Presence of the Buddha in Early Indian Buddhism: A Study in the Archaeology of Religions," *Religion* 17 (1987): 206–9; Schopen, *Journal of Indian Philosophy* 18 (1990): 197–200.

108 A large part of the problem has, of course, to do with what Lariviere has so gracefully called the "chronological house of cards" that has been built up for *dharmaśāstra* (Lariviere, *Nārada*, 2:xix ff.). Dates for *Yājñavalkya* in particular have varied widely—it has been assigned to the 4th or even 6th century C.E. (Lingat, *The Classical Law of India*, 99–100). Should such later dates turn out to be correct, then *Yājñavalkya* would be considerably later than our *Vinaya* text.

REFERENCES

The Tog Palace Manuscript of the Tibetan Kanjur [= Tog] (Leh, 1975–80).

P. V. Bapat and V. V. Gokhale, *Vinaya-sūtra and Auto-Commentary on the Same* (Patna, 1982).

A. W. Barber, *The Tibetan Tripitaka, Taipei Edition* [= Derge] (Taipei, 1991).

L. Chandra, *Tibetan-Sanskrit Dictionary* (New Delhi, 1959–1961; rep. Kyoto, 1971).

N. Dutt, *Gilgit Manuscripts*, vol. III, parts 1–4 (Srinagar and Calcutta, 1947–50).

T. Ganapati Sastri, *The Yājñavalkyasmṛti* (Trivandrum, 1921–22; repr. 1982).

R. Gnoli, *The Gilgit Manuscripts of the Saṅghabhedavastu* (Rome, 1977–78).

_____, *The Gilgit Manuscripts of the Śayanāsanavastu and the Adhikaraṇavastu* (Rome, 1978).

L. S. Joshi, *Dharmakośa: Vyavahārakāṇḍa* (Poona, 1937–41).

R. P. Kangle, *The Kauṭilīya Arthaśāstra*, parts I–III, 2nd ed. (repr. Delhi, 1986).

R. W. Lariviere, *The Nāradasmṛti* (Philadelphia, 1989).

V. N. Mandlik, *Mānava-Dharma-Śāstra* (Bombay, 1886; repr. 1992).

H. Oldenberg, *The Vinaya Piṭakaṃ* (London, 1879–85).

G. N. Roerich, Тибетско-русско-английский словарь с санскритскими параллелями (Moscow, 1983–87).

R. Sankrityayana, *Vinayasūtra of Bhadanta Guṇaprabha* (Bombay, 1981).

Y. Zhang, *Bod rgya tshig mdzod chen mo* (Peking, 1985).